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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर)

केंद्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएं

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories)

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 3rd July 1971

S.O. 2862.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Mangalore Ganesh Beedi Works, Ganesh Kurupa, Narasaraja Road, Davanagere-1, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of February, 1970.

[No. S. 35019(62)/71-PF-II.]

अम और पुनर्सं मंत्रालय

(अम और रोजगार विभाग)

नई दिल्ली, 3 जुलाई 1971

का० प्रा० 2862—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मंगलोर गणेश बोडो वर्कर्स, गणेश कुव्वा, नरसाराजा रोड दारुबगर-1, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बगुंठा इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 के फरवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35019(62)/71-पी० एफ०-2)]

New Delhi, the 9th July 1971

S.O. 2863.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Crawley and Ray, 35, Chittaranjan Avenue, 5th Floor, Calcutta-12 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of March, 1970.

[No. S.35018(1)/71-PF.II.]

नई दिल्ली, 9 जुलाई 1971

का० प्रा० 2863—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स काले एंड रे 35 चित्तजन एवेन्यू पांचवां मंजिल, कलकत्ता-12, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 के मार्च के इकतीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35018(1)/71 पी० एफ०-2)]

S.O. 2864.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment, known as Messrs. Machinery and Allied Products, Budge Budge Trunk Road, Mahestola, 24 Paraganas, West Bengal have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of January, 1970.

[No. S.35018(2)/71-PF.II.]

का० आ० 2864—अतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मशीनरी एंड एलाइड प्रोडक्ट्स, बज बज ट्रंक रोड, महे तटोला, 24 परगना, पश्चिम बंगाल नमक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद् द्वारा लागू करती है।

यह अधिसूचना 1970 की जनवरी के इकतीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35018(2)/71-पी० एफ० 2)]

S.O. 2865.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Maratha Hotel and Bakery, Cuddalore, South Arcot District, Tamil Nadu have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 30th June, 1971.

[No. S.35019(29)/71-PF.II.]

का० आ० 2865—अतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मराठा होटल और बेकरी, कुडालोर, जिला दक्षिण आरकाट, तमिलनाडु नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद् द्वारा 30 जून, 1971 से लागू करती है।

[सं० एस० 35019(29)/71 पी० एफ०-2)]

S.O. 2866.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Reliance Export Corporation, 7-All Mount Road, All View 3(B), Bombay-26, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8(284)/70-PF.II(i).]

का० आ० 2866—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रिलायन्स निर्यात निगम, 7 अल माउन्ट रोड, अल विव्यू 3 (बी) मुम्बई-26, नामक स्थापन से सम्बद्ध नियोजन और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है ?

यह अधिसूचना 1970 की जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी ।

[संख्या 8 (284)/70-पी० एक० 2(i)]

S.O. 2867.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1970 the establishment known as Messrs Reliance Export Corporation, 7-All mount Road, All view 3 (B), Bombay-26, for the purposes of the said proviso.

[No. 8(284)/70-PF.II(ii).]

का० आ० 2867—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मैसर्स रिलायन्स निर्यात निगम, 7-अल माउन्ट रोड, अल विव्यू 3 (बी) मुम्बई-26 नामक स्थापन को 1 जनवरी, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिश्चित करती है ।

[सं० 8 (284)/70-पी० एक० 2(ii)]

S.O. 2868.—Whereas Messrs. Indian Trade and General Insurance Company Limited, Jehangir Building, 133 Mahatma Gandhi Road, Post Box No. 146, Bombay-1 (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952);

And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein than those specified in section 6 of the said Act, and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme and in pursuance of sub-section (3) of the said section 17, the Central Government hereby directs that,—

- (a) the employer in relation to the said establishment shall pay within fifteen days of the close of the month to the Employees' Provident Fund, inspection charges at the rate of 0.09 per cent (zero point zero nine per cent) of the pay (basic wages, dearness allowance retaining allowance, if any, and cash value of food concession admissible thereon) for the time being payable to the employees of the said establishment who would have become members under the said Scheme but for this exemption;
- (b) the said employer shall invest the provident fund contribution in accordance with the directions issued by the Central Government from time to time.

THE SCHEDULE

1. The employer shall submit such returns to the Regional Provident Fund Commissioner as the Central Government may, from time to time, prescribe.
2. The employer shall furnish to each employee an Annual Statement of Account or Pass Book.
3. All expenses involved in the administration of the Fund including the maintenance of accounts, submission of accounts and returns, transfer of accumulations, payment of inspection charges etc, shall be borne by the employer.
4. The employer shall display on the Notice Board of the establishment a copy of the Rules of the Fund as approved by the appropriate Government and, as and when amended, alongwith a translation of the salient points thereof in the language of the majority of the employees.
5. Where an employee who is already member of the Employees' Provident Fund (Statutory Fund) or the Provident Fund of another exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the Fund of the establishment, and accept the past accumulations in respect of such employee and credit to his account.
6. The employer shall enhance the rate of provident fund contribution appropriately if the rate of provident fund contributions for the class of establishments in which his establishment falls is enhanced under the Employees' Provident Funds and Family Pension Fund Act, 1952 so that the benefits under the provident fund scheme of the establishment shall not become less favourable than the benefits provided under the Employees' Provident Funds and Family Pension Fund Act, 1952.
7. The establishment shall submit an audited balance sheet of its provident fund every year to the Regional Provident Fund Commissioner within 3 months of the close of the year.
8. No amendment of the Rules of the provident fund shall be made without the previous approval of the Central Provident Fund Commissioner. Where any amendment is likely to affect adversely the interests of the employees, the Central Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

[No. S. 35014/10/71-PF, II.]

का० आ० 2868—यतः मैसर्स इन्डियन ट्रेड एण्ड जनरल इन्वयोरेंस कम्पनी लिमिटेड, गोर बिल्डिंग, 133—महत्मा गान्धी रोड, पोस्ट बाक्स सं० 146, बम्बई-1 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और कुटुम्ब रेशन निधि अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 को उपधारा (1) के खण्ड (क) के अधीन छूट देने के लिए आवेदन किया है ;

और यतः केन्द्रीय सरकार की राय में अभिदाय कीदरों की बाबत उक्त स्थापन के भविष्य निधि नियम उक्त कर्मचारीयों के लिए उन नियमों से कम अनुकूल नहीं हैं जो उक्त अधिनियम की धारा 6 में विनिर्दिष्ट हैं, और कर्मचारी भविष्य निधि को अन्य प्रमुविधाएं भी पा रहे हैं जो कर्मचारीयों के लिये कुल मिलाकर उन प्रमुविधाओं से कम अनुकूल नहीं हैं, जो उसी प्रकार के किसी अन्य स्थापन के कर्मचारी के संबंध में, उक्त अधिनियम के अधीन और कर्मचारी भविष्य निधि स्कीम, 1952 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन दी जाती है ;

अतः अब, उक्त अधिनियम की धारा 17 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय्य अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, केन्द्रीय सरकार

उक्त स्थापन को उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से एतद्वारा छूट देती है और उक्त धारा 17 की उपधारा (3) के अनुसार में केन्द्रीय सरकार एतद्वारा निदेश देती है कि—

(क) उक्त स्थापन से सम्बद्ध नियोजक उक्त स्थापन के उन कर्मचारियों को, जो, यदि यह छूट न दी गई होती तो, उक्त स्कीम के अधीन सदस्य हो गए होते, तत्समय देय वेतन के (आध रिक्त मजदूरी, महंगाई भत्ता, प्रतिधारण भत्ता, यदि कोई हो, और उक्त पर अनुमेय खाद्य रियायत का नफ़ाद मूल्य) 0.09 (शून्य दशमलव शून्य नौ) प्रतिशत की दर से निरीक्षण-प्रभार मासान्त के पन्द्रह दिन के भीतर कर्मचारी भविष्य निधि को देगा ;

(ख) उक्त नियोजक भविष्य निधि अभिदायो को, केन्द्रीय सरकार द्वारा समय-समय पर निकाले गए निदेशों के अनुसार निहित करेगा ।

अनुसूची

1—नियोजक प्रादेशिक/केन्द्रीय भविष्य निधि आयुक्त को वे विवरणियां भेजेगा जिन्हें केन्द्रीय सरकार समय-समय पर विहित करे ।

2—नियोजक प्रदेशिक कर्मचारी को वार्षिक देखा-विवरण या पास बुक भेजेगा ।

3—निधि के प्रशासन, जिसमें लेखाओं का बन्नाए रखना, लेखाओं और विवरणियों का भेजा जाना, संघर्षों का अन्तरण, निरीक्षण प्रभारों आदि का संदाय सम्मिलित हैं में अन्तर्बलित सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4—नियोजक समुचित सरकार द्वारा अनुमोदित निधि के नियमों की एक प्रति स्थापन के जूचना-पट्ट पर प्रदर्शित करेगा और जब कभी उनमें संशोधन किया जायेगा तब कर्म-चारियों की बहुसंख्या की मात्रा में उसकी मुख्य-मुख्य बातों का अनुवाद भी प्रदर्शित करेगा ।

5—यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि (कानूनी निधि) या छूट-प्राप्त किसी अन्य स्थापन की भविष्य निधि का पहले ही से सदस्य है, उसके स्थापन में नियोजित हो सके तो नियोजक स्थापन की निधि के सदस्य के रूप में उसका नाम तुरंत ही दर्ज करेगा और ऐसे कर्मचारी की बाबत उसके पिछले संचयों को स्वीकार करके उन्हें उसके खाते में जमा करेगा ।

6—यदि उस वर्ग के स्थापनों के लिए, जिसमें नियोजक का स्थापन आता है, भविष्य निधि के अभिदायों की दर कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 के अधीन बढ़ा दी जाए तो नियोजक भविष्य निधि के अभिदायों की दर समुचित रूप से बढ़ा देगा ताकि स्थापन की भविष्य निधि स्कीम के अधीन की प्रसुविधाएं उन प्रसु विधाओं से कम अनुकूल न हो जाएं जिनकी व्यवस्था कर्मचारी भविष्य और कुटुम्ब पेंशन निधि अधिनियम, 1952 के अधीन है ।

7—स्थापन भविष्य निधि का संनरीक्षित तुलन-पत्र हर वर्ष प्रादेशिक भविष्य निधि आयुक्त को वर्षान्त के तीन मास के भीतर भेजेगा ।

8—भविष्य निधि नियमों में कोई भी संशोधन केन्द्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। जहाँ किसी संशोधन से कर्मचारियों के हितों पर प्रतिकूल प्रभाव पड़ता सम्भाव्य हो यहाँ केन्द्रीय भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व, कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

[पं० एस-35014(10)/71-पी० एक० 2]

S.O. 2869.—Whereas it appear to the Central Government that the employer and the majority of the employees in relation to the establishment, known as Messrs. Binus, Bombay Dyeing Exclusive Stockists, Main Road Quilon-1, Kerala State have agreed that the provisions of the employees' Provident Funds and Family Pension Fund Act, 1952, (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment,

This notification shall be deemed to have come into force on the thirty-first day of May, 1971.

[No. S. 35019/11/71-PF. II(i).]

का० प्रा० 2869—अतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स बिनुस, मुम्बई डाइंग एक्जक्लूसिव स्टॉकिस्ट्स, मेनरोड क्विलन-1 केरल राज्य नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए।

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिबृत्तना 1971 की मई के इकतीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[पं० एस० 35019(11)/71-पी० एक 2 (1)]

S.O. 2870.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Jainco Dresses (Registered), Street No. 8, Kallash Nagar, Delhi-31 including its show room at 81, Yashwant Place Chanakyapuri, New Delhi-21 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of April, 1970.

[No. S. 35019/1/71-PF.II.]

का० प्रा० 2870—अतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स जैनको ड्रेसज (रजिस्ट्रीकृत) स्ट्रीट नं० 8 कलाश नगर, दिल्ली-31 नामक स्थापन, जिसमें उसका 81, यशवन्त लेस चानक्यपुरी, नई दिल्ली-21 स्थित प्रदर्शन कक्ष सम्मिलित है, नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि तथा परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, अब उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन की एतद्द्वारा लागू करती है ।

यह अधिसूचना 1970 के अगस्त के प्रथम दिन को प्रवृत्त हुई समझी जायेगी ।

[सं० एस० 350/9 (1)/71—पी० एफ० 2]

S.O. 2871.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Union Cottage Industrial Corporation, Kothavalasa, Visakhapatnam District have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of August 1967.

[No. 8 (286)/70-PF-II.]

का० आ० 2871—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स यूनियन काटेज इंडस्ट्रियल कार्पोरेशन, कोठावालासा, विशाखापटनम जिला नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि तथा परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन की एतद्द्वारा लागू करती है ।

अधिसूचना 1967 के अगस्त के प्रथम दिन को प्रवृत्त हुई समझी जायेगी ।

[सं० 8(286)/70-पी० एफ० 2]

S.O. 2872.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as The Russell Exchange, 12-C, Russell Exchange, Calcutta-16 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of December, 1968.

[No. 8(281)/70-PF, II-(1).]

का० आ० 2872—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रसेल एक्सचेंज 12-सी, रसेल एक्सचेंज, कलकत्ता-16 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि तथा परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1968 के दिसम्बर के इक्कीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8(281):70-पी०एफ० 2-(i)]

S.O. 2873.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 31st December, 1968 the establishment known as the Russell Exchange, 12-C, Russell Exchange, Calcutta-16 for the purpose of the said proviso.

[No. 8(281)/70-PF. II-(ii).]

क्र० आ० 2873—कर्मचारी भविष्य निधि तथा परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा रसेल एक्सचेंज, 12-सी रसेल एक्सचेंज, कलकत्ता-16 नामक स्थापन को इक्कीस दिसम्बर, 1968 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8/281/70-पी०एफ०. (ii)]

S.O. 2874.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as The Dharwar Cooperative, Land Development Bank Limited, Dharwar have agreed that the provisions of the Employees' Provident Funds and Family Provident Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of December, 1970.

[No. S. 35019/9/71-PF. II-(i).]

क्र० आ० 2874—अतः केन्द्रीय सरकार को यह प्रतीत होता है कि धारवाड सहकारिता, भूमि विकास बैंक लिमिटेड, धारवाड नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के दिसम्बर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35019(9)-71-पी०एफ० 2(i)]

S.O. 2875.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st December, 1970 the establishment known as Messrs Dharwar Cooperative Land Development Bank Limited, Dharwar for the purposes of the said proviso.

[No. S. 35/19/9/71-PF. II(ii).]

क्र० आ० 2875—कर्मचारी भविष्य निधि तथा परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मेसर्स धारवाड़ सहकारी, भूमि विकास बैंक लिमिटेड, धारवाड़ नामक स्थापन को 1 दिसम्बर, 1970 से उक्त परंतुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस० 35019(9)/71-पी०एफ०2 (ii)]

S.O. 2876.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shiv Shanker Rice Mills, Sultanpur Lodhi, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of February, 1971.

[No. S. 35019/6/71-PF.II(1).]

क्र० आ० 2876—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स शिव शंकर राइस मिल्स, सुलतानपुर लोधी, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि तथा परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के फरवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35019(6)/71-पी०एफ०2(i)]

S.O. 2877.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st February, 1971 the establishment known as Messrs Shiv Shanker Rice Mills, Sultanpur Lodhi for the purposes of the said proviso.

[No. S. 35019/6/71-PF.II(ii).]

क्र० आ० 2877—कर्मचारी भविष्य निधि तथा परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा शिव शंकर राइस मिल्स, सुलतानपुर लोधी नामक स्थापन को फरवरी, 1971 के प्रथम दिन से उक्त परंतुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० एस० 35019(6)/71-पी०एफ०2(ii)]

S.O. 2878.—Whereas Messrs. Iron Exchange (India) Ltd., Tiesicon House, Dr. E. Moses Road, Bombay-11 (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952);

And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein than those specified in section 6 of the said Act, and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto. The Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme and in pursuance of sub-section (3) of the said section 17, the Central Government hereby directs that,—

- (a) the employer in relation to the said establishment shall pay within fifteen days of the close of the month to the Employees' Provident Fund, inspection charges at the rate of 0.09 per cent (zero point zero nine per cent) of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concession admissible thereon) for the time being payable to the employees of the said establishment who would have become members under the said Scheme but for this exemption;
- (b) the said employer shall invest the provident fund contributions in accordance with the directions issued by the Central Government from time to time.

THE SCHEDULE

1. The employer shall submit such returns to the Regional Provident Fund Commissioner as the Central Government may, from time to time, prescribe.
2. The employer shall furnish to each employee an Annual Statement of Account or Pass Book.
3. All expenses involved in the administration of the Fund including the maintenance of accounts, submission of accounts and returns, transfer of accumulations, payment of inspection charges etc., shall be borne by the employer.
4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Fund as approved by the appropriate Government and, as and when amended alongwith a translation of the salient points thereof in the language of the majority of the employees.
5. Where an employee who is already member of the Employees' Provident Fund (Statutory Fund) or the Provident Fund of another exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the Fund of the establishment, and accept the past accumulations in respect of such employee and credit to his account.
6. The employer shall enhance the rate of provident fund contribution appropriately if the rate of provident fund contributions for the class of establishments in which his establishment falls is enhanced under the Employees' Provident Funds and Family Pension Fund Act, 1952 so that the benefits under the provident fund scheme of the establishment shall not become less favourable than the benefit provided under the Employees' Provident Funds and Family Pension Fund Act, 1952.
7. The establishment shall submit an audited balance sheet of its provident fund every year to the Regional Provident Fund Commissioner within 3 months of the close of the year.
8. No amendment of the rules of the provident fund shall be made without the previous approval of the Central Provident Fund Commissioner. Where any amendment is likely to affect adversely the interests of the employees, the Central Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

[No. 11/43/70-PF.II.]

DALJIT SINGH, Under Secy.

का०प्रा० 2878—यतः मेसर्स प्रायत एक्सचेंज (इंडिया) लिमिटेड, टाइसिकान हाउस, डाई० मोसेस रोड, मुम्बई-11 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (1) के खण्ड (क) के अधीन छूट देने के लिए आवेदन किया है।

और यतः केन्द्रीय सरकार की राय में अभिदाय की दरों की बाबत उक्त स्थापन के भविष्य निधि नियम उसके कर्मचारियों के लिए उन नियमों से कम अनुकूल नहीं है जो उक्त अधिनियम की धारा 6 में विनिर्दिष्ट हैं, और कर्मचारी भविष्य निधि की अन्य प्रसुविधाएँ भी पा रहे हैं जो कर्मचारियों के लिए कुल मिलाकर उन प्रसुविधाओं से कम अनुकूल नहीं हैं, जो, उसी प्रकार के किसी अन्य स्थापन के कर्मचारियों के सम्बन्ध में, उक्त अधिनियम के अधीन और कर्मचारी भविष्य निधि स्कीम, के (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन दी जाती है।

अतः अब, उक्त अधिनियम की धारा 17 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, केन्द्रीय सरकार उक्त स्थापन को उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से एतद्वारा छूट देती है और उक्त धारा 17 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा निदेश देती है कि—

(क) उक्त स्थापन से सम्बद्ध नियोजक उक्त स्थापन के उन कर्मचारियों को, जो, यदि यह छूट न दी गई होती तो, उक्त स्कीम के अधीन सदस्य हो गए होते, तत्सम देय वेतन के (आधारिक मजदूरी, मंहगाई भत्ता, प्रतिधारण भत्ता, यदि कोई हो, और उस पर अनुज्ञेय खाद्य रियायत का नकद मूल्य) 0.09 (शून्य दशमलव शून्य नौ) प्रतिशत की दर से निरीक्षण प्रभार मासान्त के पन्द्रह दिन के भीतर कर्मचारी भविष्य निधि को देगा।

(ख) उक्त नियोजक भविष्य निधि अभिदायों को, केन्द्रीय सरकार द्वारा समय-समय पर निकाले गए निदेशों के अनुसार, विनिर्दिष्ट करेगा।

अनुसूची

1. नियोजक प्रादेशिक भविष्य निधि प्रावुदत को वे विवरणियां भेजेगा जिन्हें केन्द्रीय सरकार समय-समय पर विहित करे।

2. नियोजक प्रत्येक कर्मचारी को वार्षिक लेखा-विवरण या पास्त बुक भेजेगा।

3. निधि के प्रशासन, जिसमें लेखाओं का बनाए रखना, लेखाओं और विवरणियों का भेजा जाना, संचयों का अन्तरण, निरीक्षण-प्रभारों आदि का सन्दाय सम्मिलित है, में अन्तर्विहित सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक समुचित सरकार द्वारा अनुमोदित निधि के नियमों की एक प्रति स्थापन के सूचनापट्ट पर प्रदर्शित करेगा और जब कभी उनमें संशोधन किया जाएगा तब कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य-मुख्य बातों का अनुवाद भी प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि (कानूनी निधि) या छूट-प्राप्त किसी अन्य स्थापन की भविष्य निधि का पहले ही से सदस्य है, उसके स्थापन में नियोजित होता है तो नियोजक स्थापन की निधि के सदस्य के रूप में उसका नाम तुरन्त ही दर्ज करेगा और ऐसे कर्मचारी की बाबत उसके पिछले संचयों को स्वीकार करके उन्हें उसके खाते में जमा करेगा।

6. यदि उस वर्ग के स्थापनों के लिए जिसमें नियोजक का स्थापन आता है, भविष्य निधि के अभिदायों की दर कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम 1952 के अधीन बढ़ा दी जाए तो नियोजक भविष्य निधि के अभिदायों की दर समुचित रूप से बढ़ा देगा ताकि स्थापन की भविष्य निधि स्कीम के अधीन की प्रसुविधाएं उन प्रसुविधाओं से कम अनुकूल न हो जाएं जिनकी व्यवस्था कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 के अधीन है।

7. स्थापन अपनी भविष्य निधि का संपरीक्षित तुलन-पत्र हर वर्ष प्रादेशिक भविष्य निधि आयुक्त को वर्षान्त के तीन मास के भीतर भेजेगा।

8. भविष्य निधि नियमों में कोई भी संशोधन केन्द्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। जहां किसी संशोधन से कर्मचारियों के हितों पर प्रतिकूल प्रभाव पड़ता संभाव्य हो वहां केन्द्रीय भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व, कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तियुक्त अवसर देगा।

[सं० 11/43/70-पी०एफ०-2]

वलजीत सिंह, अवसर सचिव।

[(Department of Labour and Employment)]

New Delhi, the 15th July 1971

S.O. 2879.—The following draft of a Scheme further to amend the Madras Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration on or after the 26th July, 1971.

Any objections or suggestions which may be received from any persons with respect to the said draft before the date so specified will be taken into consideration by the Central Government

Draft Scheme

1. This Scheme may be called the Madras Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1971.

2. In the Madras Unregistered Dock Workers (Regulation of Employment) Scheme, 1957:—

in clause 13-B, sub-clause (2), after the proviso, the following proviso shall be added, namely:—

“Provided further that in respect of listed workers handling ore, the Board may fix the number at 16 days in a month with effect from the 1st May, 1971.”

[No. S. 67014/3/71-P. & D.]

श्रम और रोजगार विभाग

नई दिल्ली 15 जुलाई, 1971

कां० सं० 2879.—मद्रास अन्रजिस्टर्ड डॉक कर्मकार (नियोजन का विनियमन) स्कीम, 1957, में और आगे संशोधन करने वाला निम्नलिखित प्रारूप, जो कि केन्द्रीय सरकार डॉक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948, (1948 का 9) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए करने की प्रस्थापना करती है, इसके द्वारा सम्भाव्यतः प्रभावित होने वाले सभी व्यक्तियों की सूचना के लिए उक्त उपधारा द्वारा यथाअपेक्षित रूप में प्रकाशित किया

जाता है और प्रस्ताव सूचना दी जाती है कि उक्त प्रारूप पर 26 जुलाई, 1971 को या उसके पश्चात्, विचार किया जाएगा।

उक्त प्रारूप से सम्बद्ध आक्षेपों या सुझावों पर जो इस प्रकार निर्निर्दिष्ट तारीख से पूर्व किसी भी व्यक्ति से प्राप्त हुए हों, केन्द्रीय सरकार द्वारा विचार किया जाएगा।

स्कीम का प्रारूप

1. इस स्कीम का नाम मद्रास अर्पजीकृत डाक कर्मदार (नियोजन का विनियमन) संशोधन स्कीम, 1971 होगा।

2. मद्रास अर्पजीकृत डाक कर्मदार (नियोजन का विनियमन) स्कीम, 1957 में, खण्ड 13-ख, उपखण्ड (2) में, परन्तु के अन्तर्गत निम्नलिखित परन्तु कोड़ा जाएगा (द्वितीय परन्तु के रूप में, अर्थात् :-

“परन्तु यह कि अयस्क का कार्य करने वाले सूची में दिए गए कर्मचारियों के सम्बन्ध में बोर्ड प्रथम मई, 1971 से बहस ख्या एक मास में 16 दिन निवृत्त करेगी।”

[सं० एस० 67014/3/41: और पी० डी०]

New Delhi, the 28th July 1971.

S.O. 2880.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the management of Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on the 5th July, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT-7 of 1970

PARTIES:

Employers in relation to Bombay Port Trust, Bombay-1,

AND

their workmen.

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers:—Shri R. K. Shetty, Deputy Legal Adviser, Bombay Port Trust.

For the Workmen:—Shri S. K. Shetye, General Secretary, B. P. T. Employees' Union.

STATE: Maharashtra.

INDUSTRY: Major Ports & Docks.

Bombay, dated 19th June, 1971

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation, Department of Labour and Employment by their Order No. 73/3/70-P&D, dated 28th August, 1970 have referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Bombay Port Trust and its workmen in respect of the matters specified in the following schedule:—

SCHEDULE

“Whether the management of Bombay Port Trust, Bombay is justified in dismissing Shri Jagannath Yeshwant Tawde, Ex-watchman, B.P.T. Workshops, Mazagaon, Bombay-10, from his services with effect from 10th April, 1969, if not, to what relief is he entitled?”

2. The facts and circumstances leading to the present dispute may be stated in brief as follows.

Shri Jagannath Tawde the workman involved in this dispute was in the employ of the Bombay Port Trust and at the relevant time was working as a watchman of the workshop at Mazagaon. The incident took place on the night between 30th and 31st March 1966 before which date there were several reports of theft of port trust property from the workshops. On the 31st March 1966 about 4-30 a.m. the gate-keeper Shri Tayshetye who resides near the main gate saw the workman going towards the gate. The workman was wearing a heavy army type overcoat. He was not walking as a free man and hence the gateman suspected him and came out of his residence and stopped the workman and going near him felt his body and found that he was carrying something heavy whereupon he was asked to stand near the wall. The gate-keeper asked the Havildar to call the Additional Chief Mechanical Engineer Shri Viegas who immediately came to the spot and finding that the workman was carrying pieces of copper and brass bars in a cloth bag hung on his neck and tied round his body the Additional Chief Mechanical Engineer immediately gave information to the police whereupon the workman was prosecuted in the court of the Presidency Magistrate.

3. But the Presidency Magistrate acquitted the workman by his judgment dated 19th November, 1966. Thereafter the Additional Chief Mechanical Engineer, Port Trust charge-sheeted the workman for committing misconduct of theft or fraud or dishonesty in connection with the Port Trust's property under rule 22(2)(b) of the Rules and Regulations for non-scheduled staff. A departmental enquiry was held against the workman by a special enquiry officer who by his findings dated 4th December, 1968 found the workman not guilty and submitted his report to the Additional Chief Mechanical Engineer who was the competent authority. The Additional Chief Mechanical Engineer did not agree with the findings of the enquiry officer and issued a notice to the workman as to why he should not be dismissed and after hearing the workman dismissed him with effect from 10th April, 1969 whereupon the Bombay Port Trust Employees Union raised the dispute which was referred to this Tribunal for adjudication.

4. The Bombay Port Trust Employees Union has contended that the Additional Chief Mechanical Engineer Shri Viegas had acted in the enquiry as complainant, prosecutor, witness and judge. The Additional Chief Mechanical Engineer actually gave evidence before the special enquiry officer. But the special enquiry officer after hearing his evidence and other witness had found the workman not guilty and submitted his report of findings. But the Additional Chief Mechanical Engineer as the competent authority disagreed with the findings of the special enquiry officer and himself acted as a judge and the enquiry was vitiated. It has been further contended that the decision of the Additional Chief Mechanical Engineer in disagreeing with the finding was perverse and thus the management has violated the principles of natural justice. The union therefore submitted that the order of dismissal should be set aside and the workman should be reinstated.

5. The management had by their written statement opposed the reference but had admitted that the Additional Chief Mechanical Engineer had come to the spot of the incident and had given a complaint to the police officers and he was also examined as a witness before the enquiry officer. But they had contended that the findings of the special enquiry officer were erroneous and contrary to the evidence on record. There were errors apparent on the fact of the record and the competent authority had rightly disagreed with his findings. The workman was dismissed as a result of a departmental enquiry and the principle that the prosecutor cannot be a judge is not strictly applicable to departmental enquiries and even though the Additional Chief Mechanical Engineer who was the competent authority had given evidence it will not be sufficient to vitiate the order. There were other contentions but after the statements the employers gave an application that the Hon'ble Tribunal should be pleased to hold a preliminary enquiry to find out whether there was want of good faith, violation of principles of natural justice etc., on the part of the management and after giving the findings on the preliminary enquiry and if the Tribunal came to the conclusion that the management had violated the principles of natural justice they should be allowed to lead the whole evidence before the Tribunal so that the Tribunal may come to its own conclusion.

6. The union had opposed this application contending that from the admitted facts themselves the Additional Chief Mechanical Engineer was a witness in the case and had himself disagreed with the enquiry officer and acting as judge passed final orders. This was sufficient to come to the conclusion that the management had violated the principles of natural justice and if this order was declared to be

void what remained before the Tribunal was the report of the enquiry officer which is in favour of the workman and it is a fit case for setting aside the order and reinstating the workman.

7. Both the parties have argued at great length the question about the violation of the principles of natural justice and by my order dated 22nd April 1971 I had held that the submission of the findings of the enquiry officer to the competent authority and the decision over the finding by the competent authority was a part of the domestic enquiry itself. I had further held that Shri Viegas the Additional Chief Mechanical Engineer was examined before the enquiry officer as a witness. But he himself as the competent authority considered the record and disagreed with the findings. Being an important witness he was almost interested in the proceedings and having acted as prosecutor and judge the order was vitiated on the ground of violation of principles of natural justice. I had also held that the principle that the prosecutor cannot act as a judge as applicable even to departmental enquiries and in view of my finding about the violation of principles of natural justice I passed an order allowing both parties to lead evidence to substantiate their contentions before me.

8. After this order the parties negotiated the dispute and on the date of hearing submitted terms of settlement. It has been agreed that the employers would reduce the punishment of dismissal imposed upon Shri Tawde to that of discharge of the said workman from the Bombay Port Trust with effect from 10th April, 1969 and would pay him all his terminal benefits.

9. The incident took place in the month of March 1968. The workman was suspended and was dismissed from service with effect from 10th April, 1969. By the settlement the order of dismissal has been modified and he has been discharged and he is to get all the terminal benefits. Considering the circumstances I consider the terms of settlement reasonable and accepting the same pass an award in terms of the said settlement annexure 'A' which shall form part of this award.

No order as to costs.

A. T. ZAMBRE, Presiding Officer,
Central Government Industrial Tribunal, Bombay.

ANNEXURE 'A'

BEFORE THE HON'BLE SHRI A. T. ZAMBRE, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL NO. 1, BOMBAY

REFERENCE NO. CGIT-7 OF 1970

Employers in relation to the Bombay Port Trust and their workmen as represented by the B.P.T. Employees' Union, Bombay.

Short Recital of the case

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) under their No. 73/3/70/P-D, dated 28th August 1970 referred the following Industrial dispute to this Hon'ble Tribunal, for adjudication;

"whether the management of the Bombay Port Trust, Bombay, is justified in dismissing Shri Jagannath Yeshwant Tawde, ex-watchman, B.P.T. workshops, Mazagaon, Bombay-10 from his services with effect from 10th April 1969? If not, to what relief is he entitled?"

The General Secretary, B.P.T. Employees' Union, Bombay and the Employers have since discussed the matter and arrived at an amicable settlement. Accordingly, they have mutually agreed to settle the dispute in the following terms:—

Terms of Settlement

- (i) That the employers will reduce the punishment of dismissal imposed on Shri J. Y. Tawde, ex-watchman, B.P.T. Workshops to that of discharge of the said watchman from Port Trust service with effect from 10th April, 1969 as a special case and Shri J. Y. Tawde will be paid all his terminal benefits.
- (ii) The parties hereby agree to approach the Hon'ble Central Government Industrial Tribunal No. 1, Bombay to make an award in terms of the settlement at (i) above and to dispose of the Reference No. 7 of 1970 accordingly.

Bombay, dated this 16th day of June, 1971.

Sd/- S. K. SHETTY,
General Secretary,
B.P.T. Employees' Union.

Sd/- R. K. Shetty,
Deputy Legal Adviser,
Bombay Port Trust.
[No. 73/3/70-P. & D.]

ORDERS

New Delhi, the 12th July 1971

S.O. 2881.—Whereas an industrial dispute exists between the employers in relation to the management of the United Salt Works and Industries Limited, Kandla—Kutch and their workmen represented by the Kandla Salt Works Mazdoor Sangh, Gandhidham, Kutch;

And whereas, the said employers and their workmen have, by a written agreement under sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947) agreed to refer the said dispute to arbitration and have forwarded to the Central Government under sub-section (3) of section 10A of the said Act a copy of the said arbitration agreement;

Now, therefore, in pursuance of sub-section (3) of section 10A of the said Act; the Central Government hereby publishes the said arbitration agreement.

Agreement under Section 10A of the Industrial Disputes Act, 1947.

NAMES OF THE PARTIES:

Representing Employers.—1. Shri D. J. Master, Works Manager, The United Salt Works and Industries Limited, Kandla—Kutch.

Representing the workmen.—2. Shri B. H. Dave, General Secretary, Kandla Salt Works Mazdoor Sangh, BBZ/N-19, Gandhidham—Kutch.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri Purshottam Kanji, Office of the Wage Boards for the Cotton and Silk Textile and Sugar Industries, Arun Chambers, 5th Floor, Tardeo, Bombay-34.

(i) Specific matters in dispute:

“Payment of bonus for the year 1967-68 to the Contractor’s Steamer Loading and Winchmen workers”.

(The matter under discussions before the Labour Enforcement Officer (Central), Adipur—Kutch).

(ii) Details of the parties to the dispute including the name and address of the Establishment or undertaking involved.—The United Salt Works and Industries Limited, Kandla, Kutch.

(iii) Name of the workmen in case he himself is involved in the dispute or the name of the Union, if any, representing the workmen or workmen in question.—Kandla Salt Works Mazdoor Sangh, BBZ-N/19, Gandhidham, Kutch.

(iv) Total number of workmen employed in the undertaking affected.—250.

(v) Estimated number of workmen affected or likely to be affected by the dispute.—250.

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his Award within a period of six months or within such further time as is extended by mutual agreement between us in writing. In case the Award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Witnesses:

Signature of the parties:

1. (Sd.) A. S. KELKAR,
Labour Enforcement Officer
(Central), Adipur.

1. (Sd.) D. J. MASTER,
Works Manager,
for the United Salt Works and Industries Limited.

2. (Sd.) M. A. DAVE,
United Salt Works, Kandla, Kutch.

2. (Sd.) B. H. DAVE,
General Secretary,
Kandla Salt Works Mazdoor Sangh,
Kandla.

I have agreed to work as an Arbitrator under section 10A of the Industrial Disputes Act, 1947.

(Sd.) PURSHOTTAM KANJI,
[No. 78/2/70-P&D.]

आदेश

नई दिल्ली, 12 जुलाई, 1971

का० आ० 2881.—यतः युनाइटेड साल्ट वर्क्स एण्ड इन्डस्ट्रीज लिमिटेड, कान्डला कच्छ के प्रबंध मंडल से सम्बद्ध नियोजकों और उन के कर्मकारों, जिनका प्रतिनिधित्व कान्डला साल्ट वर्क्स मजदूरसंघ, गांधी धाम, कच्छ करती है, के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः उक्त नियोजकों और उनके कर्मकारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 क की उपधारा (1) के अधीन लिखित करार द्वारा उक्त विवाद को माध्यस्थता के लिये निर्देशित करने का करार कर लिया है और उक्त माध्यस्थता करार की एक प्रति उक्त अधिनियम की धारा 10 क की उपधारा (3) के अधीन केन्द्रीय सरकार को भेजी है ;

अतः, अब उक्त अधिनियम की धारा 10 क की उपधारा (3) के अनुसरण में केन्द्रीय सरकार उक्त माध्यस्थता करार को एतद्वारा प्रकाशित करती है :

औद्योगिक विवाद अधिनियम, 1947 की धारा 10—क के अधीन करार :

पक्षकारों के नाम :

नियोजकों का प्रतिनिधित्व करने वाले : 1. श्री डी० जे०, मास्टर संकर्म प्रबन्धक, दि युनाइटेड साल्ट वर्क्स एण्ड इन्डस्ट्रीज लिमिटेड, कान्डला—कच्छ
कर्मकारों का प्रतिनिधित्व करने वाले : 2. श्री बी० एच० दवे, महा सचिव, कान्डला साल्ट वर्क्स मजदूर संघ, बी बी जेडःएन-19, गांधी धाम — कच्छ ।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को एतद्वारा श्री पुरुषोत्तम कांजी, सूती और रेशमी कपड़ा और चीनी उद्योगों के लिए मजदूरी बोर्ड का कार्यालय, अरुण चेम्बर्स, 5 बी मंजील, तारदेव, मुम्बई-34 के माध्यस्थता के लिए निर्देशित करने का करार किया गया है ।

(1) विनिर्दिष्ट विवादप्रस्त विषय :—

“ठेकेदार के स्टीमर लदान और विन्चमैन कर्मकारों को 1967-68 वर्ष के लिए बोनस का वादाय” :

[श्रम प्रवर्तन अधिकारी (सी), आदिपुर-कच्छ के समक्ष विचाराधीन विषय]

(ii) विवाद के पक्षकारों का विवरण जिसके अन्तर्-दि युनाइटेड साल्ट वर्क्स एण्ड इन्डस्ट्रीज भूत स्थापन या उपक्रम का नाम लिमिटेड, कान्डला, कच्छ :
और पता भी सम्मिलित है :

(iii) यदि कर्मकार स्वयं विवाद के अन्तर् कान्डला साल्ट वर्क्स मजदूर संघ, बी बी जेडःएन भर्त हैं तो उनके नाम या यदि कोई : 19, गांधी धाम, कच्छ :
संघ प्रश्नगत कर्मकार या कर्मकारों का प्रतिनिधित्व करता हो, तो उसका नाम :

(iv) प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या 250

(v) विवाद द्वारा प्रभावित या सम्भवतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या :

हम आगे करार करते हैं कि मध्यस्थ का विनिश्चय हम लोगों पर आबद्ध कर होगा :

मध्यस्थ अपना पंचाट छह मास की अवधि के भीतर या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाए, देगा। यदि ऊपर वर्णित अवधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थम के लिए निर्देश स्वतः रह जायेगा और हम नए माध्यस्थम के लिए आतचीत करने को स्वतंत्र होंगे :

साक्षी :

पक्षकारों के हस्ताक्षर :—

1. ह० ए० एस० केलकर,
अम प्रवर्तन अधिकारी (केन्द्रीय), आदिपुर :

1. ह० डी० जे० मास्टर,
सकर्म प्रबन्धक, युनाइटेड साल्ट वर्क्स एण्ड
इन्डस्ट्रीज लिमिटेड।

2. ह० एम० ए० दवे,
युनाइटेड साल्ट वर्क्स, कान्डला, कच्छ :

2. ह० वी० एच० दवे,
महा सचिव,
कान्डला साल्ट वर्क्स मजदूर संघ, कान्डला

मैं, औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन मध्यस्थ के रूप में कार्य करने के लिए सहमत हूँ :

[सं० 78/2/70 पी० और डी०]

New Delhi, the 17th July 1971

S.O. 2882.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs. M. Sheriff and Sons, Madras and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K. Seetharama Rao shall be the Presiding Officer with headquarters at Madras and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

“Whether the termination of the services of Shri Hussainy Basha, Shipping Clerk, of Messrs. M. Sheriff and Sons, 34, Second Line Beach, Madras-1, with effect from the 2nd January, 1971, was justified? If not, to what relief is he entitled?”

[No. L.33011/5/71-P&D.]

AJIT CHANDRA, Under Secy.

नई दिल्ली, 17 जुलाई, 1971

का०प्र० 2882.—यतः केन्द्रीय सरकार की राय है कि इससे उगाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स शेरिफ एण्ड सन्स, मद्रास के प्रबन्धक मण्डल से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच औद्योगिक विवाद विद्यमान है।

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री के० सीतारामा राव होंगे जिनका मुख्यालय मद्रास होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन लिए निर्देशित करती है ।

अनुसूची

“क्या मैसर्स एम० शेरिफ एण्ड सन्स, 34—सेकिण्ड लाइन बीच, मद्रास-1 के शिपिंग क्लर्क श्री हुसैनी बाशा की सेवाओं को 2 जुलाई 1971 से समाप्त कर देना न्यायोचित था ? यदि नहीं तो वह किस अनुतोष का अधिकारी है ?

[सं० एल० 33011/5/71-पी० एंड डी०]

अजीत चन्द्र, अवसर सचिव ।

(Department of Labour and Employment)

New Delhi, the 17th July 1971

S.O. 2883.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri N. G. Shelat, Arbitrator, in the industrial dispute between the employers in relation to the management of Associated Cement Company Limited, Jamal Cement Works Lime Stone Quarries, District Durg (M.P.) and their workmen, which was received by the Central Government on the 13th July, 1971.

BEFORE SHRI N. G. SHELAT, ARBITRATOR

ARBITRATION CASE NO. 2 OF 1971

Re: Shri Ram Kumar Verma

PARTIES:

Mr. I. M. Nanavati and Mr. M. S. Kapur—*The Associated Cement Cos. Ltd., Jamul Cement Works.*

AND

Mr. S. L. Gupta—*Its Workmen as represented by Cement Labour Union, Jamul Cement Works, Distt. Durg. M.P.*

AWARD

The facts leading to this reference broadly stated are that one Shri Ram Kumar Verma, bearing Token No. 23, was working as Heavy Equipment Operator at the Jamul Cement Works' Lime Stone Quarries, P.O. Jamul Cement Works, District Durg, in the State of Madhya Pradesh. His hours of duty in the first shift on 1st May 1967 were from 6 A.M. to 2 P.M. He was working on Dumper No. 8. Finding the dumper idle and Shri Verma not being at the place from 9 A.M. to 10-30 A.M. on 1st May 1967, the Supervisor Shri Bhandari asked him about the reasons for his absence on his duty without obtaining any permission. To that on his being reprimanded by his Supervisor, Shri Verma was said to have abused and assaulted Shri Bhandari by catching hold of the collar of his shirt. While on the one hand the Supervisor, Shri Bhandari, made an oral complaint about the misconduct of Shri Verma to the Quarry Manager, Shri Shenoy, Ex. 39, Shri Verma gave an application on the same day to the Quarry Manager complaining about Shri Bhandari having abused and then caught hold of his collar and threatened to beat him. After making some oral inquiries on the next day, a charge-sheet, Ex. 25, against Shri Verma was issued under the signature of Shri C. V. Shenoy, Quarry Manager, wherein he was alleged to have abused and assaulted his

Supervisor Shri Bhandari on 1st May 1967 and that way committed breach of Standing Order 18(2)(e) under which he may be suspended, dismissed or fined if the charges were proved. The charge-sheet then recites the said standing order and then he has been requested to submit his explanation so as to reach the office by 4 P.M. on 6th May 1967. It further stated that if the explanation so received was not found satisfactory, an inquiry will be held and the date, time and place thereof would be communicated to him in due course after considering his explanation. He was at the same time suspended for four days with effect from 3rd May 1967 pending the inquiry. Shri Verma submitted his written explanation as per Ex. 24 on 5th May 1967, wherein he denied to have either abused or assaulted the Supervisor Shri Bhandari; and on the other hand alleged that it was Supervisor Shri Bhandari who had given him abuses and assaulted him by catching hold of his collar on the morning of 1st May 1967 and in respect of which he had given a letter of complaint against him. He also stated that the charge-sheet given to him was with a view to harass and hide the guilt of Shri Bhandari. On 8th May, 1967 he was informed that the explanation given by him in respect of the charge-sheet given to him was not satisfactory and that an inquiry into the charge levelled against him will be held on 17th May 1967. He was required to be present at the inquiry along with the witnesses, if any. It was also stated therein that if he wished to call any of the workmen as witnesses, a list of such witnesses may be submitted so as to enable them to be released from work. In para 5 thereof, Ex. 23, it was further stated that he will be permitted to examine his witnesses and to cross-examine the Company's witnesses at the inquiry.

Shri B. M. Naik, Ex. 37, who was then working as an Assistant Manager at the Jamul Cement Works (Associated Cement Companies Ltd.) (hereinafter referred to as the Company) was appointed as the Inquiry Officer. In that inquiry, several witnesses such as, M/s. Bhandari, Foreman, Dulchand, Watchman, Shivcharan, Motor-Lorry Driver, Gopi, Fitter, Abdul, Assistant Fitter and K. M. L. Sinha, Assistant Quarry Manager, were examined in support of the charge levelled against Shri Verma by the Company. They were cross-examined by Shri S. L. Gupta, Joint Secretary, Cement Labour Union, who was allowed to represent Shri Verma at his request. On behalf of Shri Verma ten workmen such as M/s. Jaguram, Shamlal, Desai, Inder Sing, Faruram, Kanaiya, Lakhnailal, Kali Charan, Lakhansingram and N. Vallabhram were examined in defence. Statement of Shri Verma was also recorded at the inquiry. The inquiry was commenced on 18th May 1967 and after completing the same, Shri Naik submitted his findings on 25th May 1967 to the Manager of the Company, whereby he found Shri Verma guilty of the charges set out in the charge-sheet issued against him. Thereafter Shri P. V. Mahetras, the Manager, Jamul Cement Works and the Agent, Jamul Cement Works' Lime Stone Quarries, after going through the record of the inquiry proceedings and the findings of the Inquiry Officer, found Shri Verma guilty of the charges and decided to dismiss him from the service of the Company. That Order is at Ex. 14 at page 18 of the file containing papers relating to inquiry proceedings. By consent of parties as per Ex. 8 various papers including the inquiry proceedings have been exhibited at Ex. 19 to Ex. 27 in these proceedings.

That led the Company to file an Application for permission under sub-sec. (3)(b) of S. 33 of the Industrial Disputes Act, 1947, in the matter of Reference No. 2 (NT) of 1966, wherein the Manager, Jamul Cement Works prayed for the grant of permission to the order of dismissal of Shri Verma from the service of the Company. That application is at Ex. 13 and it is dated 25th July, 1967. It was made to the National Industrial Tribunal at Bombay. That application came to be heard by the National Industrial Tribunal, Dhanbad, and it bore No. 21 of 1968. It was opposed by Shri Verma.

In that proceeding Shri S. L. Gupta, Secretary of the Union, appeared, on behalf of Shri Verma and he raised two objections to the maintainability of the application. The first objection raised by him was that the charge-sheet was not properly issued in the sense that the Quarry Manager was not authorised to issue the same under the Standing Orders and that therefore, all the proceedings flowing therefrom should be treated as void and ineffective. Another objection raised by him was that the Company has completely ignored the complaint made by Shri Verma against Shri Bhandari, the Supervisor, about his having abused and assaulted him and that since no inquiry has been held in respect thereof, in view of the provisions of the Standing Orders of the Company, he cannot be held liable for any misconduct alleged against him. The learned Presiding Officer found that the charge-sheet was properly issued and even if it was not signed under a proper authorisation, in absence of any prejudice shown, the inquiry proceedings cannot be held ineffective or void. As to the second objection, he found that Cl. 19(4) of the Standing Orders gave a very valuable right to a workman by saying that there will be an immediate

inquiry on a complaint of a member of the staff against the Supervisory Staff and the inquiry will be made by the Manager himself; and in his view since that was not done, the inquiry held against the workman was vitiated. In the result, therefore, he refused to grant permission to the Company for dismissal of Shri Verma and directed the Company to reinstate him in service and that he shall be paid all his back wages with continuity of service.

Feeling dissatisfied with that Order, Ex. 12, the Company filed petition for Special Leave to appeal, being No. 842 of 1969, to the Supreme Court of India. That application was admitted and an ad interim ex parte stay of the order passed by the Tribunal was issued. During the pendency of that appeal, the Company on one hand and its workman, represented by the Cement Labour Union (hereinafter referred to as the Union), on the other, entered into a settlement, dated 13th March, 1970, as per Ex. 11; and in pursuance thereof the parties made a joint application to the Supreme Court of India praying for the disposal of the said appeal in terms of the settlement arrived at between them. An order recording the compromise was passed by the Court on 18th August, 1970 and a decree in terms thereof was directed to be issued by the Supreme Court. By that settlement and decree passed in pursuance thereof on 18th August, 1970, the order of the National Tribunal was set aside and the parties agreed to refer their dispute to the Arbitration of Shri F. Jeejeebhoy. Since he was unable to accept the said arbitration on the ground of ill-health, as agreed to by the parties, after obtaining my consent, it has been referred to me.

Thereafter the parties had sent the Arbitration Agreement under S. 10A of the Industrial Disputes Act to the Central Government for publication. It provided that while the Union was to make a token payment of Re. 1/- against the arbitration fees, the Company had agreed to pay the balance of the fees to the Arbitrator and other incidental expenses. The award was to be made within a period six months from the date of publication in the Official Gazette, or within such further time as is extended by mutual agreement between the parties in writing. In view of the mutual agreement of the parties, as per Ex. 35, dated 6th May, 1971, the time for giving the award was extended upto 5th October, 1971. A copy thereof and the order passed by me below Ex. 35 was sent to the Secretary to the Government of India, Ministry of Labour and Rehabilitation, New Delhi; and to other authorities as stated therein. The Notification, Ex. 2, dated 28th December, 1970 was accordingly published on 9th January, 1971, by the Government of India, Ministry of Labour and Rehabilitation, in the Gazette of India. The specific matter in dispute referred to by the parties for arbitration to me is as to—"whether the dismissal of Shri Ram Kumar Verma, Heavy Equipment Operator, from the Company's service with effect from 25th July, 1967 is legal and justified? If no, to what relief the workman is entitled to?" All the proceedings in the matter took place as agreed to by the parties at Cement House, Bombay.

A statement of claims was accordingly preferred by the Cement Labour Union P.O. Jamul Cement Works, District Durg, on behalf of Shri Ram Kumar Verma, as per Ex. 6, wherein it has been prayed that the action of the Company in dismissing Shri Verma from 25th July 1967 was unjustified and illegal, and that the Company, the opposite party, should reinstate him in his former parent post with continuity of service with all concomitant benefits. It was further alleged that it was not Shri Verma who had abused or assaulted Foreman Bhandari but that on the contrary it was Shri Bhandari, who finding the dumper idle asked for explanation and while he tried to explain him the reason about it, he got annoyed and Shri Bhandari had abused him after having caught hold of his collar and given threats to beat. He has then alleged that a complaint about it was given to the Quarry Manager on that very day and instead of making any inquiry in that regard, which the Manager was bound to do, he was stopped from working on his job and a false charge-sheet was issued against him. Besides according to him, the charge-sheet was not issued by the person duly authorised in that behalf by the Manager of the Company and that the inquiry held in pursuance thereof was illegal and void. The action sought to be taken against him was thus illegal, arbitrary and liable to be set aside.

To that a statement in reply was filed by the Company at Ex. 9 in the case-papers. The Company after narrating the facts giving the details of the incident that took place and the inquiry held in respect of the charge-sheet issued against Shri Verma has stated that the charge-sheet was properly issued and that the inquiry held in pursuance thereof was perfectly fair and in no way improper. The action taken by the Company after a full and fair inquiry, in which his misconduct was established, the order of dismissal was perfectly proper. The

Company has also stated that the grievance made by Shri Verma was also considered by the Inquiry Officer, since it was in respect of the same incident for which he had been given a charge-sheet and that there would be no violation of any clauses such as 18 and 19 of the Standing Orders so as to render the inquiry proceedings in any way invalid requiring any interference by the Arbitrator. Shri Verma had led enough evidence in respect of his allegations against Shri Bhandari and when that part of the incident was found to be not acceptable to the Inquiry Officer and finding that the evidence led on behalf of Shri Bhandari about Shri Verma having abused and assaulted him being acceptable, he found Shri Verma guilty of misconduct and rightly held him liable for the punishment under Standing Orders. The dismissal of Shri Verma was thus legal and fully justified and he cannot, therefore, be reinstated in service or given any other relief whatsoever.

After going through the pleadings of the parties and considering the issues suggested by the parties, as also after hearing them, the following issues were raised as per Ex. 30:—

- (1) Whether the Quarry Manager of the Jamul Cement Works Limestone Quarries was competent to issue the charge-sheet to Shri Ram Kumar Verma?
- (2) If issue No. (1) is found in the negative whether the inquiry held in respect to the matter in the charge-sheet is illegal and void?
- (3) Whether the inquiry and the findings recorded by the Enquiry Officer suffers from any infirmity justifying any interference? If any interference is found justifiable, whether the dismissal from service of Shri Ram Kumar Verma with effect from 25th July 1967 was justified and proper?
- (4) Whether a complaint made by the workman against the supervisor in respect of the same incident for which he was charge-sheeted was essential and necessary to be separately enquired into? If so, what is the effect thereof?
- (5) Whether the complaint of the workman, as also of the supervisor against the workman were enquired together by the Enquiry Officer?
- (6) Whether the dismissal of Shri Verma from service was legal and justified? If not, to what relief, if any, the workman is entitled?

My findings are:—

- (1) Yes.
- (2) Does not survive. If necessary, No.
- (3) No; second part does not survive; if necessary, Yes.
- (4) No; second part does not survive; if necessary, does not affect the inquiry and decision therein under Cl. 18 of the Standing Orders.
- (5) Yes.
- (6) Yes. The workman, Shri Verma, is not entitled to any relief claimed by the Union for him.

Reasons

Before I go to the two points raised by Mr. Gupta for the Union, saying that the inquiry and the decision therein are vitiated for breach of the Standing Orders touching the same, it is essential first to find out whether the inquiry held by Mr. Naik was fair and in consonance with the rules of natural justice, as, if it is once so shown, the decision cannot be disturbed unless it is perverse, or based on no evidence, or is brought about ignoring the rules of natural justice. The defects or breach of any Standing Orders said to have been committed by the Company, can then be considered.

The incident took place on the morning of 1st May 1967, at the Quarry while Shri Verma was supposed to be on duty. Shri Shenoy, the Quarry Manager, received an oral complaint from the Foreman-Supervisor Shri Bhandari about his being abused and assaulted by catching hold of his collar by Shri Verma, when he was asked as to why he had left the place of his work, without obtaining his permission. He also received a complaint in writing, Ex. 27, on the same day, from Shri Verma, wherein he alleged that Shri Bhandari abused and assaulted him by catching hold of his collar. Making preliminary investigation, Shri Shenoy thought that Shri Verma was at fault and therefore he gave charge-sheet letter Ex. 25 on 2nd May 1967 to him calling upon him to offer his explanation. The charge against him has been clearly set out in details in the first para

about his having been absent without permission at his work-post in the morning hours of his duty on 1st May, 1967 and when told by Shri Bhandari about it, he was said to have abused and assaulted him and thereby committed breach of Standing Order 18(2e) for which he can be suspended, dismissed or fined if the charge is proved. That part of the Standing Order is then set out and he was asked to submit his written explanation on or before 6th May 1967. It is also stated that if it were not found satisfactory, inquiry against him would be held. Shri Verma denied to have done anything to Shri Bhandari and on the contrary he said that he was abused and assaulted by him and a false report is made against him to hide his misconduct. Vide Ex. 24. Thus the charge was clearly made known to him and since his explanation was not satisfactory, an inquiry was directed to be held. Intimation thereof as per Ex. 23, dated 8th May 1967, was given to him. He was asked to examine his witnesses and if he required any workmen to be examined, a list thereof should be given to enable them to release them from work. It was also stated that he would be permitted to cross-examine Company's witnesses. The inquiry was then commenced on 18th May 1967 by Mr. Naik, Ex. 37, the Assistant Manager of the Company. In that inquiry as requested by Shri Verma, Mr. Gupta, the General Secretary of the Cement Labour Union, was allowed to appear on his behalf. As many as six witnesses from the Company were examined and they were cross-examined by Mr. Gupta. Shri Verma also examined about ten witnesses in support of his case. His own statement was also recorded. The papers were allowed to be produced. The inquiry was thus proper and it was after hearing them fully that Shri Naik found the charge of misconduct alleged against Shri Verma as established. His findings are at Ex. 15, dated 26th May 1967. He disbelieved the evidence of witnesses examined by Shri Verma and accepted that of the witnesses supporting the case of Shri Bhandari. After going through the proceedings and findings of the inquiry officer, the Manager of the Company held that the misconduct on the part of Shri Verma was proved beyond reasonable doubt, and finding that the misconduct was of grave nature—inasmuch as he attempted to assault his immediate superior officer—the Supervisor, he passed an order that he should be dismissed from the Company's services. Nothing is pointed out by Mr. Gupta which could reasonably show that the inquiry was not held properly or that the findings and the order passed in the inquiry in any way was perverse or based on no evidence in the case so as to entitle me to set at naught the same. To say that appreciation of evidence is not proper can hardly help Mr. Gupta in saying that the decision in the inquiry can be interfered with.

Apart from that position I have gone through the proceedings carefully and I do not find anything to justify me to say that the inquiry was in any way so improper or appreciation of evidence was so bad as to call the findings based thereon as in any way perverse. The findings do show the reasons for so holding against Shri Verma. So does the order passed by the Manager in that regard. One cannot expect more in such domestic inquiries and I am quite satisfied that he was rightly found to be guilty of misconduct, viz., of disorderly behaviour while on duty on the morning of 1st August, 1967 under Cl.18(2e) and thus be liable to be punished under Cl.18(2) of Standing Order, Ex. 9 in the case. No interference on merits based on facts is, therefore, possible.

Even before me, some evidence was led by Mr. Gupta for the Union and that way for Shri Verma. While Shri Verma could not be examined, as he did not turn up though some time for him was taken, the only evidence in that regard consists of witness Vallabhrao, Ex. 32. He was examined before the Inquiry Officer on behalf of Shri Verma. He did not say then that he had seen Shri Bhandari catching hold of the collar of Shri Verma and yet he has come forward to say about Bhandari having so assaulted Shri Verma. While he tried to say in his examination-in-chief that he separated them, he had to admit later in his cross-examination that he had not intervened to separate them and that some others had intervened. He admits to have made no inquiries as to how and for what reason Shri Bhandari assaulted Shri Verma that morning. No one else told him, and though he was a member of the Working Committee of the Labour Union of which Shri Verma was the Vice-President then, he made no complaint about it to the Union Authorities or to the Manager of the Company regarding threats etc. said to have been given to Shri Verma. He tried to assert having stated all that before the Inquiry Officer even though it was read out to him and was not so stated. Thus apart from his being so closely associated with Shri Verma, he was obviously not a person who intervened in that incident. His conduct belies him as a witness having seen the incident that morning. It is clear that he was out to support his colleague in the Labour Union at all costs. I have no hesitation in discarding his evidence as highly unreliable in the circumstances of the case. As I said above, Shri Verma had kept back himself and has not come forward

even to point out any irregularity or any other defects in the inquiry held by Shri Naik. Shri Naik has been examined for the Company at Ex. 37 to say that the inquiry held by him was quite fair and all facilities and full opportunity were given to Shri Verma as asked for by him in presenting his case, as also meeting the charge levelled against him. Nothing is suggested—muchless shown—that the inquiry suffered from any such infirmity requiring me to interfere with his findings at Ex. 15 in the matter.

Mr. Gupta's contention was that Mr. Shenoy the Quarry Manager, Ex. 39, was not an officer authorised to issue any such charge-sheet, Ex. 25, against Shri Verma as required under S.O. 18(4)(a) of the Standing Orders, Ex. 9, in the case, which provides that: "the Manager or other officer authorised by him in this behalf shall give to the workman a charge-sheet, setting forth misconduct charged and the evidence appearing against him and requiring his explanation". The term "Manager" has been defined in cl. (2) as "Company's Manager or any Officer so authorised." According to Mr. Gupta, as Mr. Shenoy was not so authorised, the charge-sheet, Ex. 25, against Shri Verma was bad in law and, therefore, the inquiry following the same was also bad inasmuch as it violates the Standing Orders governing the parties. Mr. Shenoy, Ex. 39, has stated that he was the Quarry Manager during the period from 1962 to May 1968 and as such he was a member of the managerial staff at Jamul Cement Works. Shri Verma was working under him and as a Quarry Manager he has the authority to issue the charge-sheet against any workman under him. He has however sought support from a Circular Notice, Ex. 17, dt. 1st January, 1967 issued by Mr. P. V. Mahetras, Manager of the Jamul Cement Works. Mr. Nanavati also claimed support from Cl. (c) of Ex. 41, dt. 14th August, 1965 issued by the Manager of the Company.

Now so far as Circular Ex. 17 is concerned, it was urged that the authority to "sign notices on behalf of the Manager" to the managerial staff employed in the works included issuing of—"notices to show cause" as also of 'charge-sheets' for any misconduct reported to him against the workman. The authority given there is "to sign notices, correspondence or applications on behalf of the undersigned". In my opinion, this does not contemplate issuing of charge-sheets contemplated in Cl. 18(4)(a) of the Standing Orders. It contemplates something more than any notices and if the "charge-sheets" were intended to be so authorised, it could have so stated therein. The Standing Orders specifically refer to a charge-sheet as an essential necessity of being issued before any explanation is called for and an inquiry held for any such misconduct. This Circular does not cover any such thing and it cannot impliedly mean to cover any issuing of charge-sheets against the workman under Cl. 18 (4)(a) of the Standing Orders, Ex. 9 in the case.

But Cl. (c) of the other Circular, Ex. 41, dt. 13th August, 1965 does cover such an authority to the members of the managerial staff. That was issued by Mr. Yajnik, the then Manager of the Jamul Cement Works. He is now no longer in the service of the Company. This Circular lays down no doubt the procedure to be adopted by the Head of the Department as urged by Mr. Gupta. But if we read it as a whole the first part in clauses(a) and (b) thereof refers to issuing of "show cause notice" against any employee if he is alleged to be guilty of misconduct and then if his explanation is satisfactory, notice can be discharged or rather charges are to be dropped. Then comes Cl. (c), which runs thus:—

"If the explanation is found to be unsatisfactory, a charge-sheet can be issued to such employee."

This clause obviously gives the authority to the Head of the Department to issue a charge-sheet in the event of the employee's explanation found to be unsatisfactory. It does not say or even suggest that it shall be done by the Manager himself, as attempted to be urged by Mr. Gupta. If read in the context of the first two clauses, it is plain that the authority is given to the head of the department. The clause E relates to the constitution of a Court of Inquiry and the member would be nominated by the manager himself. In the present case, Mr. Shenoy was the Head of the Department working on the managerial staff as Quarry Manager and as such on finding that misconduct against his employee Shri Verma was alleged, he after making inquiry had an authority to issue the charge-sheet as done in the case. It is true, as urged by Mr. Gupta that it was not so renewed by the subsequent manager but it is not the individual that matters. Once the Manager of the Company had issued any such authority it continues till such time that it was rescinded or revoked by any Circular or letter by the subsequent officer. Nor does Circular, Ex. 17, take away any such authority already held by the Head of the Department. Such authority in the Head of the Department would ordinarily be there—lest the working of a factory or the quarry would become difficult. Mr. Shenoy had thus an authority to issue the charge-sheet against Shri Verma.

Even if for a moment it is said that the authority was not there while issuing of a charge-sheet is necessary, it is not of much significance as to who of the officers, the Manager or the Head of the Department under whom he works, issues it. All that is necessary is that the charge-sheet setting out the alleged misconduct must be given to the employee and his explanation has to be obtained. That was done and no prejudice is at all caused to the employee by reason of the fact that it was signed by the head of the department and not by the Manager or any officer authorised in that behalf so as to urge that the inquiry though fairly and properly done is vitiated. In any view of the matter, the point raised by Mr. Gupta fails.

An attempt was then made to show that Mr. Naik is not shown to have been authorised to hold the inquiry by the Manager of the Company. Now this point was at no stage raised by the Union, either when the inquiry was held or before the Tribunal. Not only that but it is not raised in statement of claims given by the Union. If it were raised the Company could have led evidence in that regard. Mr. Naik has, however, been examined at Ex. 37 before me and he has plainly stated that he was asked by the Manager of Jamul Cement Works to act as an Inquiry Officer for holding an inquiry against Shri Verma for his alleged misconduct after the charge-sheet was given to him. Such a direction need not be necessarily in writing. It is not so said in the Standing Orders as well. He was the Assistant Manager during that period, and had occasionally acted as an acting manager of the Company. He would not hold the inquiry of his own unless asked by his superior officer, the Manager of the Company. This point cannot be allowed to be raised. Even if considered, I am satisfied that he had the authority to hold the inquiry. The inquiry proceedings are thus not vitiated and they hold good in the case. My findings on issues Nos. 1 to 3 are recorded accordingly.

That takes me to the second illegality pointed out by Mr. Gupta for the Union so as to vitiate the inquiry proceedings. According to him, the complaint, Ex. 27, given by Shri Verma against the Supervisor Shri Bhandari to the Quarry Manager on that very day *viz.*, on 1st May, 1967 was not inquired into though required to be done under Cl. 19(4) of the S.O., Ex. 9, in the case. That referred to Shri Bhandari having abused and assaulted him by catching hold of his collar that morning. That was said to be a breach of Cl. 19(4) and not having so done, has affected the inquiry. He urged that if that was done by the Manager or any officer on his behalf immediately, he may have been satisfied about the truthfulness of his grievance against the Supervisor and in that event, no such charge-sheet leading to any inquiry against him would have followed. This argument was advanced by Mr. Gupta before the Tribunal and it appealed to the learned Presiding Officer so much so that he found that on that account no value can be attached to an inquiry made by Shri Naik against him, *vide* Ex. 9. That order is set aside by the Supreme Court in appeal as per the consent terms of the parties and the whole question came to be referred to the Arbitrator under S. 10A of the Act, as already stated above. The correctness or otherwise of that contention before me has, therefore, to be considered.

Mr. Nanavati for the Company contended that Cl. 19 of the Standing Orders, Ex. 9, would apply to a case if not covered by Cl. 18, and both the clauses have to be read in consonance with each other. He further argued that it is not as if Clause 19 super imposed over Cl. 18 so that when from one and the same incident the workman alleges that he has been abused and assaulted by the Supervisor and the Supervisor alleges that he has been abused and assaulted by the very workman, the Company should hold separate inquiries. The allegations of both of them if inquired into at the same inquiry and after holding a fair inquiry the workman is found guilty, the intention behind clauses 18 and 19 of the Standing Order, Ex. 9, must be taken to have been satisfied. In any event, absence of any separate inquiry cannot affect the decision in the inquiry held by Mr. Naik in the circumstances of the case.

Now, clause 18 of the Standing Orders relates to disciplinary action for misconduct of any workman. The major acts of misconduct are referred to in sub-clauses (a) to (k). In clause (2) of 18 and clause (4) refers to the inquiry to be made in that respect. The case against Shri Verma falls in his "disorderly behaviour during working hours of the Undertaking" contemplated in sub-cl. (2) of 18 and on his being found guilty can be punished by dismissal from service. The inquiry was complete and quite fair with all facilities and opportunities given to Shri Verma for meeting the charges levelled against him.

Then comes cl. 19 which relates to redress of grievances of a workman, Sub-cl 4(a) runs thus:—

"Grievances of employees relating to—

(a) assault or abuse by any person holding supervisory position or;

(b)

(c)

shall be inquired into immediately by the Manager and shall take appropriate disciplinary action against such officers if found responsible for that. The complainant will be supplied with a copy of the order or of the action taken by the Manager in this behalf."

Then comes clause 20 which gives a right of appeal to the workman against any order passed against him by making his representation to the owner or any person having ultimate control over the management of the undertaking.

Now, reading these clauses together or separately, it appears clear that Cl. 19 does not super impose any inquiry if done under clause 18 in the sense that if the inquiry regarding the complaint made by a workman is not independently inquired into, the inquiry under Cl. 19 would be bad and that it would become ineffective if otherwise it was proper. It does not make an inquiry as a condition precedent before issuing charge-sheet against the workman on an alleged misconduct on his part against his supervisor. If, therefore, even if it were assumed for the time being as urged by Shri Gupta for the Union that no inquiry was at all held with regard to Shri Verma's complaint, Ex. 27, and that Cl. 19(4) (c) was violated, in my view, it cannot affect the decision in the inquiry held under Cl. 18 against the workman properly held. It may well be that both may be guilty of misconduct. In that event, the workman cannot escape his liability if the charge is established against him in any inquiry held under Cl. 18 of the Standing Orders. At the same time, if complaint of the workman is inquired and the Supervisor was found guilty, he could have been dealt with after holding an inquiry under Cl. 19. That would arise if two separate inquiries were held—one under Cl. 18 and the other under Cl. 19. If no inquiry were held in respect of the workmen's complaint it was open to him to appeal under Cl. 20 to the proper authorities of the Company. Not to hear the same was as good as rejecting the same, and at no stage he made any such grievance by way of appeal to the proper authorities under Cl. 20. On a plain reading of all the three clauses 18, 19 and 20, it can reasonably be held that want of any inquiry under Cl. 19 against the Supervisor Shri Bhandari cannot affect the inquiry under Cl. 18 and since it was otherwise fair and proper the decision thereof governs. It cannot be interfered with on any such ground.

Apart from that, it is essential to observe that the Standing Orders governing any such parties have to be considered broadly—with a view to give a reasonable and fair interpretation and all that is essential is to find out whether a fair opportunity to meet the charges levelled against the workman is afforded—before any disciplinary action is taken against him and for redressing his grievance, if any, against the supervisory staff. Circumstances disclosed in the case before me clearly show that no separate inquiries were at all called for, and even so necessary. The incident was one and indivisible. It took place at one and the same time and that again between two persons—viz. Shri Verma on the hand and the supervisor Shri Bhandari. The alleged misconduct of either side is also of a similar character viz., each one saying that the other abused him, and by catching hold of the collar attempted to assault him. It arose out of the supervisor inquiring from Shri Verma as to why the machine was kept idle—and as to why he left the place of duty without obtaining his permission for about one and a half hours viz. from 9 A.M. to 10-30 A.M. It is quite probable that Shri Verma, holding a high position of the Vice-President of the Labour Union may have resented such an attitude from the Supervisor in rebuking or scolding him, that he must have lost his temper and given abuses and caught hold of collar of his shirt that morning. On Shri Bhandari reporting to the Quarry Manager, Shri Verma gave a regular complaint against Shri Bhandari so as to hide his guilt. Mr. Shenoy must have inquired as to what had really happened from other workers and finding that Shri Verma was at fault, called upon his explanation. Since it was not satisfactory the charge-sheet against him was given showing the details of the misconduct alleged against him. The Inquiry Officer Shri Naik was then appointed and as I found above, a full and fair inquiry was held by him. Each side examined the witnesses in support of his version. The Company's witnesses were cross-examined by Mr. Gupta who was allowed to represent Shri Verma, and all the papers were also produced before the inquiry officer. Shri Verma's statement was recorded and he had described his version alleging misconduct on the part of Shri Bhandari. He examined ten witnesses in support of his case—which I said above, of denying allegations of Shri Bhandari against him, and asserting the version against Shri Bhandari. Thus Shri Verma's positive case contained in his complaint Ex. 27 was not only put by him but was sought to be established by leading evidence of his witnesses in that inquiry. Mr. Naik went through the entire evidence produced by each side before him and accepted the version of misconduct alleged against Shri Verma, which he held:

established beyond doubt—thereby obviously not finding the version of Shri Verma as true and acceptable. He has given reasons for the findings recorded by him after setting out what each witness examined on behalf of Shri Verma had stated in his evidence.

It was urged by Mr. Gupta that there is nothing in the findings of the Inquiry Officer as also in the order passed by the Manager, that the complaint of Shri Verma was rejected as not established against Shri Bhandari, and that, therefore, the decision of the inquiry cannot be taken to be a decision in respect of Shri Verma's complaint under Cl. 19(4) of the Standing Orders. It is true that no specific words are there to say that the complaint of Shri Verma is rejected. But if one reads Ex. 15, the report of the Inquiry officer Shri Naik, he has discussed the story of Ramkumar—and has observed clearly that... "I cannot rely on the truth of Mr. Ramkumar's statement". Then he says about the statement of the workman's witnesses materially differing from each other and therefore it is difficult to rely on them." He has further stated that—"one of the witnesses Shri Bhlal was on leave on the day of the incident and some others have not seen the incident at all." Then in next para he has said that—"in view of the foregoing, he comes to the conclusion that the statement of Shri Bhandari corroborated by the statements of the Company's witnesses, clearly proves the charge against Mr. Verma for having made an assault on Mr. Bhandari." This clearly shows that the dealt with the case of each side and while accepting the one as established against Shri Verma, Shri Verma's charge or grievance came to be rejected as not reliable against Shri Bhandari. The same can be said about the order passed by the Manager after going through the enquiry proceedings and the findings of the Enquiry Officer. Both of them thought that the misconduct on his part was of a grave nature—and that being in the nature of an assault by a workman while on duty on his own Supervisor, the punishment given to him cannot be said to be improper in any manner. In my opinion, the enquiry was thus made in respect of each other's charges and while one against Shri Verma was established, by necessary implication,—and as the evidence of Shri Naik shows, Shri Verma's complaint against Shri Bhandari was rejected. No prejudice is shown to have been caused to Shri Verma on account of such an inquiry held together by one officer, Shri Naik. In my opinion, the provisions contained in Cls. 18 and 19 of the Standing Orders can well be said to have been complied with, and the order passed, therefore, cannot be set aside on any such ground urged before me.

With all this, even the inquiry was at large before me and Shri Verma had chosen to lead evidence of witness Vallabhram, Ex. 32, I have discussed his evidence hereabove and I have no hesitation in rejecting it as highly unreliable in the circumstances of the case. Shri Verma did not appear—though was to come for giving evidence. No reasons are disclosed as to why he did not step in as a witness before me. When the whole inquiry as to the alleged misconduct was open to be gone into and when no reliable evidence is forthcoming, even if any supposed technical breach of any Standing Order is found, it cannot affect the merits of the case, apart from the fact that the decision of the domestic inquiry holds good, it being in no way suffering from any such infirmity as to render its effect void, justifying an interference by me in the circumstances of the case.

An attempt was made by Mr. Gupta to say that Shri Verma was victimised, as he happened to be the Vice President of the Union. There is no evidence to show that and in fact neither Mr. Shenoy, the Quarry Manager, nor Mr. Naik, has been asked about it. Shri Verma has not come to say that. The inquiry proceedings do not reveal any such thing as well. No such incident can be connected for having Shri Verma punished and nothing had happened before to suggest any malice against him. If Mr. Shenoy suspended him for four days on account of his misconduct, he did it as he had authority to do under the Standing Orders. It cannot be called malicious act on his part. If he was not reinstated in service after the Tribunal's order was passed, it was as the appeal was preferred to the Supreme Court against that order. On that account no malice can be inferred against the officers of the Company as suggested by Mr. Gupta for the Union.

Mr. Gupta had referred to one decision reported in 1968—2 L.L.J. p. 571 (Hindusthan Brown Berry Ltd. v. Faridabad Workmen) to say that if the inquiry was in pursuance of a charge-sheet issued by an unauthorised person, it would be void. That decision does not lay down any such proposition and all that it decides is that if the punishment is given by an unauthorised officer, it would be void. In the present case, that has been done by the Manager of the Company and he had the authority to do so. That has not been challenged at any time in this case. That case is not of any help to Mr. Gupta.

There is no case for interference even with the punishment meted out to the workman and the order of dismissal in the circumstances of the case is perfectly proper. The misconduct established against him is of a very grave nature.

My findings are accordingly recorded.

In the result, I hold that the dismissal of Shri Ram Kumar Verma, Heavy Equipment Operator, from the Company's service from 25th July 1967, is legal and justified. He is not entitled to any relief against the Company. There shall be no order as to costs.

In the end, let me express my thanks to the representatives of both the sides appearing before me for the cooperation given to me in the conduct of this case.

AHMEDABAD:
Dt. 6th July, 1971.

N. G. SHELAT,
Arbitrator.

[No. 12(39)/70-LR-IV.]

New Delhi, the 21st July 1971

S.O. 2884.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the matter of applications under Section 33A of the said Act, from the complainants in Drilling and Geology Department, National Coal Development Corporation Limited, Ranchi which was received by the Central Government on the 3rd July, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD.

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

In the matter of complaints under Section 33A of the Industrial Disputes Act, 1947.

(Arising out of Reference No. 244 of 1967 referred to by the Ministry by its order No. 1/22/67-LRII, dated 19th July, 1967).

1. Complaint No. 1 of 1970.

PARTIES:

A. K. R. C. Nair, Assistant Driller, Drilling and Geology Department, N.C.D.C. Ltd., Ranchi—Complainant.

Vs.

1. The employer in relation to the N.C.D.C. Ltd., having its registered office at Darbanga House, Ranchi through the Chairman.

2. Managing Director, N.C.D.C. Ltd., Ranchi.

3. The Chief Personnel Officer, N.C.D.C. Ltd., Darbanga House, Ranchi—Opp. Parties.

2. Complaint No. 4 of 1970.

M. K. Biswas, Sr. Rigman, Drilling and Geology Department, N.C.D.C. Ltd., Ranchi—Complainant.

Vs.

1. The employer in relation to the N.C.D.C. Ltd., having its registered office at Darbanga House Ranchi through the Chairman.

2. The Managing Director, N.C.D.C. Ltd., Ranchi.

3. The Chief Personnel Officer, N.C.D.C. Ltd., Darbanga House, Ranchi—Opp. Parties.

3. Complaint No. 5 of 1970.

Ram Janam Singh, Sr. Rigman, Drilling and Geology Department, N.C.D.C. Ltd., Ranchi—Complainant.

Vs.

1. The employer in relation to the N.C.D.C. Ltd., having its registered office at Darbanga House, Ranchi through the Chairman.

2. The Managing Director, N.C.D.C. Ltd., Ranchi.

3. The Chief Personnel Officer, N.C.D.C. Ltd., Darbanga House, Ranchi—Opp. Parties.

4. Complaint No. 6 of 1970.

Sri P. C. Ram, Assistant Driller, Drilling and Geology Department, N.C.D.C. Ltd., Ranchi—*Complainant*.

Vs.

1. The employer in relation to the N.C.D.C. Ltd., having its registered office at Darbhanga House Ranchi through the Chairman.
2. The Managing Director, N.C.D.C. Ltd., Ranchi.
3. The Chief Personnel Officer, N.C.D.C. Ltd., Ranchi—*Opp. Parties*.

5. Complaint No. 7 of 1970.

Sri Surinder Mohan Kenth, Sr. Rigman, Drilling and Geology Department, N.C.D.C. Ltd., Ranchi—*Complainant*.

Vs.

1. The employer in relation to the N.C.D.C. Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, N.C.D.C. Ltd., Ranchi.
3. The Chief Personnel Officer, N.C.D.C. Ltd., Darbhanga House, Ranchi—*Opp. Parties*.

6. Complaint No. 8 of 1970

Sri J. R. N. Nair, Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi—*Complainant*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Darbhanga House, Ranchi—*Opp. Parties*.

7. Complaint No. 9 of 1970

Sri Umesh Chandra Jha, Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi—*Complainant*.

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Darbhanga House, Ranchi—*Opp. Parties*.

8. Complaint No. 10 of 1970

Sri K. I. Itty, Senior Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi—*Complainant*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Darbhanga House, Ranchi—*Opp. Parties*.

9. Complaint No. 11 of 1970

Sri Baleswar Dixit, Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi—*Complainant*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Darbhanga House, Ranchi—*Opp. Parties*.

10. *Complaint No. 12 of 1970*

Sri M. Khan, Sr. Rigman, Drilling Geology Department, NCDC Ltd., Ranchi.
—*Complainant*.

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Darbhanga House, Ranchi.—*Opp. Parties.*

11. *Complaint No. 13 of 1970*

Sri K. M. Varghese, Driller, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Darbhanga House, Ranchi.—*Opp. Parties.*

12. *Complaint No. 14 of 1970*

Sri G. N. Sengupta, Sr. Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant*.

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Darbhanga House Ranchi.—*Opp. Parties.*

13. *Complaint No. 15 of 1970*

Sri Manager Rai, Rigman, Drilling and Geology Department, N.C.C. Ltd., Ranchi.—*Complainant*.

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

14. *Complaint No. 16 of 1970*

Sri R. D. Sharma, Assistant Driller, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant*.

Vs.

1. The employer in relation to the NCDC Ltd. having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

15. *Complaint No. 17 of 1970*

Sri Sudin Kumar Biswas, Driller, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant*.

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

16. *Complaint No. 18 of 1970*

Sri Ram Nath Ram, Sr. Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi—*Opp. Parties.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

17. *Complaint No. 19 of 1970*

Sri Upendra Pd. Singh, Rigman Drilling and Geology Department, NCDC Ltd., Ranchi—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi, through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

18. *Complaint No. 20 of 1970*

Sri K. G. Bhaskaran, Driller, Drilling and Geology Department, NCDC Ltd., Ranchi—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

19. *Complaint No. 21 of 1970*

Sri Rama Shankar Ojha, Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

20. *Complaint No. 22 of 1970*

Sri P. Bhattacharjee, Sr. Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

21. *Complaint No. 23 of 1970*

Sri R. L. Ram, Sr. Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

22. Complaint No. 24 of 1970

Sri Baidyanath Singh, Asstt. Driller, Drilling and Geology Department, NCDC, Ltd., Ranchi.—*Complainant*.

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

23. Complaint No. 25 of 1970

Sri Naro Bahadur Rana, Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

24. Complaint No. 26 of 1970

Shri Bhola Prasad, Sr. Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

25. Complaint No. 27 of 1970

Sri P. Tiwari, Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant*.

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

26. Complaint No. 28 of 1970

Sri D. P. Dimn, Assistant Driller, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

27. Complaint No. 29 of 1970

Sri G. N. Siddiqui, Sr. Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant*.

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

28. *Complaint No. 30 of 1970*

Sri S. H. Siddiqui, Assistant Driller, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

29. *Complaint No. 32 of 1970*

Shri A. S. Saini, Asstt. Driller, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

30. *Complaint No. 33 of 1970*

Shri S. M. A. Chand, Senior Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

31. *Complaint No. 34 of 1970*

Sri M. J. Thomas, senior Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

32. *Complaint No. 36 of 1970*

Sri S. R. Bhattacharjee, Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

33. *Complaint No. 38 of 1970*

Sri R. N. Singh, Assistant Driller, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

34. *Complaint No. 39 of 1970*

Sri G. R. Parohit, Asstt. Driller, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

35. *Complaint No. 42 of 1970*

Sri M. J. Thomas, senior Rigman, Drilling and Geology Department, NCDC Ltd., Ranchi.—*Complainant.*

Vs.

1. The employer in relation to the NCDC Ltd., having its registered office at Darbhanga House, Ranchi through the Chairman.
2. The Managing Director, NCDC Ltd., Ranchi.
3. The Chief Personnel Officer, NCDC Ltd., Ranchi.—*Opp. Parties.*

APPEARANCES:

On behalf of the complainants:—Shri Raney Roy, Advocate.

On behalf of the Opp. Parties:—Shri R. S. Murty, Addl. Chief Personnel Officer.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 30th June, 1971/9th Asadha, 1893 Saka

AWARD

The Central Government, by its order No. 1/22/67-LRIL, dated 19th July, 1967 referred to this Tribunal the dispute existing between the employers in relation to the head office of the National Coal Development Corporation limited at Ranchi and their workmen and the Reference was numbered on the file of this Tribunal as Reference No. 244 of 1967 on 24th July, 1967. While the Reference was pending before this Tribunal for receiving documents of parties, the 25 complaints are filed during the period from 15th January, 1970, to 6th June, 1970, under Section 33A of the Industrial Disputes Act, 1947, alleging on the part of the opposite parties contravention of the provisions of section 33 of the Act, in issuing the order PD/Absorption/Drilling/staff/69, dated 30th December, 1969, transferring the complaints to different units. All the 25 complainants are employees in the Drilling and Geology Division of the opposite party No. 1. All the complaint petitions are identical and they are cyclostyled, except for the figures of pay, pay-scale of the complainants and the name of the unit to which they were transferred. The joint written statements filed by the opposite parties also are identical, except that para 1(a), which relates to drillers, is retained in the written statements relating to complaint Nos. 13, 17 and 20 and deleted in others and figures mentioned in paras 12 and 13 are different. On 27th August, 1970, parties filed joint memos to hear all the 35 complaints together and dispose them of by a common Award. In view of the pleadings and common questions of law and facts involved the joint memos were accepted. Evidence, documentary and oral, common to all the 35 complaints is received and Award is being made in Complaint No. 1, which will govern all the 35 complaints.

2. The case of the complainants in brief is that all of them were employees in Drilling and Geology Division of the opposite party No. 1 (hereinafter referred to as NCDC), the complainants in complaint Nos. 13, 17 and 20 being drillers, complainants in complaint Nos. 1, 6, 24, 28, 30, 32, 38, 39 and 42 Asstt. drillers, complainants in complaint Nos. 4, 5, 7, 10, 12, 14, 18, 22, 23, 26, 29, 33 and 34 senior rigmen and complainants in complaint Nos. 8, 9, 11, 15, 19, 21, 25, 27 and 36 rigmen, that pending Reference No. 244 of 1967 before this Tribunal, the opposite party No. 1 issued the order No. PD/Absorption/Drilling/Staff/69, dated 30th December, 1969, purporting to be an order of transfer of the complainants from Drilling and Geology to other units and that this order contravened the provisions of Section 33 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act), in that the service condition of the complainants as regards their ranks, grade, pay, pay-scale, allowance and seniority are adversely affected. The opposite parties filed a joint written statement admitting that they had issued the order dated 30th December, 1969, but denying that the order changed the conditions of service of the complainants in regard to any matter connected with the

dispute involved in the Reference immediately before the commencement of the proceedings in that dispute. It is further stated that the complainants and a large number of similar employees were surplus to the requirement of Drilling and Geology Division of N.C.D.C. as there has been a reduction in the volume of work of that division necessitated by changes in the plans of development etc., that instead of having recourse to retrenchment step, the complainants were stationed at Ramgarh after the closure of various drilling camps from time to time, that the case of the complainants was sympathetically considered by N.C.D.C. and they were offered alternative employment as per the order dated 30th December, 1969, that in this process the complainants do not suffer any loss in the emoluments or the conditions of service and that it is absolutely a matter of choice for complainants as to whether they should accept the alternative employment or subject themselves to be dealt with in accordance with the law relating to the disposal of surplus employees as was made clear to them by a stereotyped letter dated 2nd February, 1970. It is also pleaded that the complainants were offered the alternative jobs in pursuance of an agreement reached with N.C.O.E.A. the union which represented them. The opposite parties have also taken legal objections that no complaint under Section 33A of the Act could be made against individual officers of an employer, that the complainants are not "workmen concerned in such dispute" within the meaning of provisions of Section 33 of the Act, that the complaints are vague, in that they did not state as to what particular provisions of Section 33 of the Act have been contravened by the opposite parties and that the complainants in complaint Nos. 13, 17 and 20, being drillers, are outside the scope of the definition of "workman" as found in Section 2(s) of the Act. On behalf of the complainants rejoinders to the written statements of the opposite parties are filed reiterating and elaborating the pleas already taken by them in complaints, but pleading nothing new. On 8th June, 1970, an application was submitted on behalf of the opposite parties to hear and decide the legal objections taken by them before entering on evidence as regards merits of the case. Having perused the pleadings, the order of Reference in Ref. 244 of 1967 and having heard the arguments of parties an order was passed on 26th September, 1970, stating that the objections raised by the opposite parties could not be disposed of before considering evidence. The complainants were represented by Shri Ramen Roy, Advocate and the opposite parties by Shri R. S. Murty, Additional Chief Personnel Officer. On behalf of the complainants 5 witnesses were examined and Exts. W.1 to W.30 and Exts. M1, M2 and M4 to M15 were marked. On behalf of the opposite parties 4 witnesses were examined and Exts. M16 to M53 and Exts. W.31 to W.36 were marked, Ext. M3 was marked for the opposite party on admission by the complainants.

3. At the outset I propose to take up for decision the legal objections raised by the opposite parties to the maintainability of the complaints. The first objection is that the complaints, being under Section 33A of the Act, could not be made against individual officers of an employer. In the complaints 3 opposite parties are impleaded, the Chairman, Managing Director and Chief Personnel Officer of N.C.D.C. The complaint to be made by an employee under Section 33A of the Act is required to be in the manner prescribed. Rule 59 of the Industrial Disputes (Central) Rules, 1957 prescribes that a complaint under Section 33A should be in Form I. The form simply states that in the cause title the employer should be described as the opposite party. The definition of "employer" is provided in Section 2(g) of the Act. The definition is neither exhaustive nor inclusive. It merely indicates who is to be considered an employer for the purpose of an industry carried on by or under the authority of a department of Government and by or on behalf of a local authority. In the present case it is not in dispute that N.C.D.C. is an industry carried on by or under the authority of the Central Government and as such the authority prescribed in this behalf should be considered as the "employer." Rule 2(g) of the Industrial Disputes (Central) Rules, 1957 prescribes that, in relation to an industry carried on by or under the authority of a department of the Central Government, the officer incharge of the industrial establishment shall be the "employer" in respect of that establishment. Thus, I have no hesitation to hold that the Chairman of the N.C.D.C. impleaded as the opposite party No. 1 is the employer in relation to the N.C.D.C. Ltd. The complainants have impleaded the Managing Director and Chief Personnel Officer as opposite parties 2 and 3, perhaps by way of abundant caution and for the reason that the order, Ext. M3 dated 30th December, 1969 was issued under the signature of the Chief Personnel Officer. The award, which is being made will be binding on the industrial establishment, the N.C.D.C. Ltd., the opposite party No. 1 and not on the individual officers, opposite parties 2 and 3. One more superfluous objection taken by the opposite parties is that in the complaint it is not stated as to what particular provisions of Section 33 of the Act have been contravened by the opposite parties. Section 33A simply lays down that an employee can make a

complaint if he is aggrieved by any contravention by the employer of the provisions of Section 33 of the Act. The Section does not refer to any particular provision of Section 33. Form I prescribed under Rule 59 of the Industrial Disputes (Central) Rules, 1957 also refers to only Section 33 and not to particular provision of it. That apart, in the complaint petitions it is stated at length in what manner and to what extent the conditions of service applicable to the complainants immediately before the commencement of the Reference proceedings were altered to the prejudice of the complainants by the opposite parties by issuing the order, Ext. M3, which is a clear violation of Section 33(1) of the Act. Consequently, I rule out this objection also as unsustainable.

4. The next objection raised by the opposite parties is that the complainants are not "workmen concerned in such dispute", within the meaning of provisions of Section 33 of the Act. The question about the construction of the phrase "workmen concerned in such dispute" occurring in Section 33 (1) and (2) had been the subject matter of judicial decisions and somewhat inconsistent views had been taken by different High Courts on this point. But the controversy has been set at rest by three decisions of the Supreme Court. The first of them is *New India (P), Ltd., New Delhi v. K. T. Morris* (1960—11 L.L.J. 551) where a very liberal construction was given to the phrase and it was held that the words could not be restricted to the persons who were actually parties to the dispute and that it includes all workmen on whose behalf the dispute has been raised as well as those who will be bound by the award which may be made in the said dispute. The second decision was in *Digwadih Colliery v. Ramji Singh* (1964—11 L.L.J. 143) in which it is pointed out that unless it is known as to what was the nature of the dispute pending in the said reference, it will be plainly impossible to decide whether the workmen can be included within the meaning of the phrase. The last decision on the point is in *Tata Iron and Steel Co. Ltd., v. D. R. Singh* (1965—11 L.L.J. 122.) In this decision their Lordships have pointed out that the law on the subject has been laid down in the two decisions referred to above. Discussing and following the above three decisions of the Supreme Court, the High Court at Patna has held in *New India Sugar Mills Ltd., Darbhanga v. Krishna Ballabh Jha and others* (1967—11 L.L.J. 210) that there must be some common feature in the nature of the dispute in the two cases which should serve as a connecting link thereby rendering the complainant also workman concerned in the dispute in the reference. The case of the complainants is that all of them were members of the National Coal Organisation Employees Association (NCOEA) when the dispute involved in Ref. 244 of 1967 was raised, that the above dispute was raised by N.C.O.E.A. and that each of them has authorised the N.C.O.E.A. and their representatives to represent him in his complaint before this Tribunal. The authorisation letters have never challenged by the opposite parties. In para 4 of their application submitted on 8th June 1970, the opposite parties have stated that the complainants were required to produce evidence to show that they were members of the N.C.O.E.A. on the date when the main dispute covered by Reference 244 of 67 was sponsored and also on the date when it was referred to this Tribunal for adjudication and that if no such evidence was produced the complaints made by them were liable to be dismissed. WW 5 is the General Secretary of N.C.O.E.A. since 1963. He has deposed that all the complainants are members of N.C.O.E.A. since 1964 or 1965 and that when the complainants were transferred pending Reference 244 of 67 on the file of this Tribunal the Association had raised a dispute. WW 1 is the Assistant General Secretary of N.C.O.E.A. since June 1964. He has also deposed that all the complainants are members of N.C.O.E.A. and that the demands giving rise to the dispute in the Reference were discussed by the general committee and approved by the central committee of N.C.O.E.A. before they were presented to the management. WW 2 is the complainant in Complaint 10 of 70. His evidence is that from 1964 he is a member of N.C.O.E.A., that the demands giving rise to Ref. 244 of 67 were passed in a general body meeting of the branch of N.C.O.E.A. at Telgoria project and that he was present in the meeting. He has also identified the signature of Abraham Mathews, General Secretary, N.C.O.E.A. on the letter dated 30th December, 1969 Ext. W. 13. In Ext. W 13 it is stated that the entire drilling employees had given in writing that they were members of N.C.O.E.A. WW 3 is the complainant in complaint 16 of 70. He also deposed that from 1964 he is a member of N.C.O.E.A. that while he was at the site of Parbatpur in Talgoria Project there was a general body meeting at Talgoria Project of the branch of N.C.O.E.A. in which the charter of demands which gave rise to Ref. 244 of 67 before this Tribunal was approved and that he was present in the meeting. WW 4 is the complaint in complaint 17 of 70. It is also his evidence that from 1965 he is a member of N.C.O.E.A., that the demands giving rise to the dispute in Ref. 244 of 67 were approved in the general body meeting of the branch of N.C.O.E.A. at Talgoria project and that he had attended the meeting. From this material it

is made out that all the complainants are members of N.C.O.E.A. since 1961 or 1965, that the charter of demands giving rise to Ref. 244 of 67 on the file of this Tribunal was approved in the general body meeting of the branch of N.C.O.E.A. at Talgoria project and that all the complainants attended the meeting. Except putting the complainants to proof the opposite parties did not choose to bring on record any rebuttal evidence. It follows that all the complainants are members of N.C.O.E.A. and are among those who sponsored the dispute in Ref. 244 of 67 on the file of this Tribunal and are also concerned in the dispute involved in the Reference.

5. Apart from the fact that the union, N.C.O.E.A. which had taken up the cause of the employees of N.C.D.C. and raised the dispute which is now pending adjudication in Ref. 244 of 67 on the file of this Tribunal has also taken up the cause of the complainants in the present complaints or that the present complainants had sponsored the cause of the employees in the shape of the dispute in the reference, as per the decision of the Supreme Court in Digwadih colliery case and the decision of the Patna High Court in New India Sugar Mills case referred to above, it is also to be seen what is the nature of the dispute pending in Ref. 244 of 67 and in the present complaints. The dispute in Ref. 244 of 67 is between the employers in relation to the head office of the N.C.D.C. Ltd. at Ranchi and their workmen. As I have pointed out earlier, all the complainants belonged to Drilling and Geology Division of N.C.D.C. It is true that the complainants were working in different fields. Ext. W. 32 is a letter from the Administrative Officer to the Accounts Officer N.C.D.C., Ranchi. It is in reply to a letter from the Accounts Officer on the subject of employees of the Drilling and Geology Division. The letter clarifies that all the sanctioned posts of this division are borne in the head quarters cadre, whether the incumbents are posted in the fields or are on tour. Ext. W. 31 is also a letter from the Administrative Officer to the Accounts Officer annexed therewith a copy of the office order under which field posts for the Division was sanctioned. The annexure shows the revised sanctioned strength of the staff under the Director of Geology with effect from 1st December 1964 in supersession of all previous orders. The strength relating to the field includes in it drillers, assistant drillers, senior rigmen and rigmen. It follows, therefore that the complainants, who are drillers, assistant drillers, senior rigmen and rigmen relate to the staff of field under the Director of Geology and they are borne in the headquarters cadre. In respect of the dispute in Ref. 244 of 67 the matters specified in the schedule are 19 in number. Out of them items 4, 5, 9, 10, 11, 12, 14 and 16 are extracted below:—

- “(4) Whether the demand that all the workmen of the headquarters office at Ranchi should be supplied free electricity, free drinking water and free coal is justified? If so, to what relief are the workmen entitled?
- (5) Whether the demand that all the workmen of the headquarters office at Ranchi should be provided with free transport facilities from their respective colonies/residences to place of duty and back is justified? If so, to what relief are they entitled?
- (9) Whether the demand that all Saturdays should be declared half-working days for all employees or alternative Saturdays should be declared as full holidays and working hours on other days be reduced by 30 minutes, is justified? If so, to what relief are the workmen entitled?
- (10) Whether the demand for the adoption of a Family Pension Scheme on a sliding scale for different categories of employees on the basis of their monthly salary payable in the event of the death of an employee, in service, to the dependants, subject to a minimum of Rs. 50 for the lowest category, with retrospective effect from the 1st January, 1964, is justified? If so, to what relief are the workmen entitled?
- (11) Whether the demand that either all restrictions which were imposed on re-imbusement of medical bills since 1st March 1964 should be withdrawn and full re-imbusement of all medical bills for treatment taken by the employees and their family members—(family to include dependent parents, sisters and brothers below 21 years of age) from any registered medical practitioner, or that all employees be granted medical allowance at 12½ per cent of total emoluments every month, along with salary, is justified? If so, to what relief are the workmen entitled?
- (12) Whether the demand that the recommendations of the Second Pay Commission be implemented forthwith with retrospective effect from the 1st July, 1959 and all disparities and anomalies existing in the pay scales of different categories of employees should be removed and

arrears should be paid without any further delay, is justified? If so, to what relief are the workmen entitled?

- (14) Whether the demands that an employee who is engaged on duty on Sundays should be granted off duty on another day and overtime should be paid at double the rates and that an employee who is engaged on duty on holidays should be paid overtime allowance at double the rates, are justified? If so, to what relief are the workmen entitled?
- (16) Whether the demand that all employees should be granted full reimbursement of leave travel concession from the place of posting to home town and back once a year for an employee and his family, with immediate effect, is justified? If so, to what relief are the workmen entitled?"

It can be seen that items 4 and 5 relate to the demands of all employees of the headquarters at Ranchi among whom the present complainants are included as pointed out by me above. Items 9, 10, 11, 12, 14 and 16 are the demands of the employees in general of N.C.D.C. among whom also the complainants are included and the award passed on these demands will also effect and bind them under Section 18(3)(d) of the Act. Thus, the complainants satisfy all the tests pointed out in the three decisions of the Supreme Court and the decision of the Patna High Court and, as such I find that they are "workmen concerned in such dispute" within the meaning of Section 33(1) of the Act.

6. Relying upon the decision of the Supreme Court in *Sirajuddin and Company v. their workmen* (1962—1 L.L.J. 450) it is argued for the opposite parties that Ref. 244 of 67 itself is bad, as the Central Government is not the "appropriate government" to make the reference as per Section 2(a)(i) of the Act. This plea is nowhere to be found in the pleading of the opposite parties. This apart, in these complaints I cannot be called upon to hold that the reference itself cannot be entertained. While considering contravention of provisions of Section 33 of the Act it is not necessary for me to consider that the Reference is valid or competent. For this view I find support in the decision of the Supreme Court in *Raja Kulkarni v. State of Bombay* (1954—1 L.L.J. 1).

7. The legal objection of the opposite parties against maintainability of the complaints Nos. 13, 17 and 20 is that the complainants in them were drillers, employed in supervisory capacity and drawing wages exceeding Rs. 500 per month and as such they are not "workmen" within the definition provided in Section 2(s) of the Act. Section 2(s) of the Act is reproduced below for the sake of convenience:—

"Workman" means any person (including an apprentice) employed in any industry to do any skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be expressed or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) Who is subject to the Army Act, 1950 (46 of 1950), or the Air Force Act, 1950 (45 of 1950) or the Navy (Discipline) Act, 1934 (34 of 1934); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."

It can be seen from the definition that merely because a workman is employed in a "supervisory" work is not sufficient to take him out of the definition of a "workman". Clause (iv) above excludes a person from the definition only when in addition to his being employed in a supervisory capacity, draws wages exceeding Rs. 500 per month or exercises either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature. As pointed out in *Ford Motor Co. of India v. Ford Motors Staff Union*

(1953—11 L.L.J. 444) by the Labour Appellate Tribunal, the question whether a particular workman is a supervisor within or without the definition of "workman" is ultimately a question of fact, at best one of mixed fact and law and it depends upon the nature of the industry, type of work in which he is engaged, the organisational set up of the particular unit of industry and like factors. In *Syndicate Bank v. its workmen* (1966—11 L.L.J. 194 at 198) the Supreme Court has observed that the mere designation by which a person is designated is not conclusive of his status of an officer; industrial adjudication has to look to the nature of the duties assigned to the person concerned. It is not in dispute that the 3 complainants were drawing wages of more than Rs. 500 per month. The evidence brought by parties on record is to be looked into to see if the 3 applicants were employed in a supervisory capacity or they exercised, either by the nature of the duties attached to their office as drillers or by reason of the powers vested in them, functions mainly of a managerial nature. The onus of proving these two facts was lying on the opposite parties, because it was they who had pleaded them. MW. 2 is the Chief of Geology and Drilling Division since 1971 and he was Deputy Chief of Geology and Drilling from May, 1966. He has pointed out that the Division is headed by the Chief of Geology and Drilling, that it has two wings, drilling and geology; that the drilling wing is headed by the master driller who is under the Chief, that under the master driller there are 5 deputy drilling superintendents under each of whom there are senior drillers, that each senior driller is in charge of 3 machines (the deputy drilling superintendents are in charge of 6 machines in some places and in charge of 3 machines in some other places), that under the senior drillers there are drillers, that each driller is in charge of one machine and that under the driller there is assistant driller who is shift in charge. According to the witness a drilling machine is operated by the assistant driller in one shift and by the senior rigman in another, that a driller being in charge of a machine allots duty to the operators of the shift, checks their performance and progress, gets their attendance, writes daily progress reports, weekly reports and monthly reports relating to the rig in question and that a driller does not operate the drilling machine at any time. This is the only evidence brought on record by a witness of the opposite parties. There is nothing to support this oral testimony. MW. 4 is a deputy drilling superintendent since September, 1963. But he had not a word to speak about the duties of a driller. I am referred to Ext. M47 stating that it supports the oral testimony of MW. 2. It is a note regarding the alleged surplus personnel of the Geology and Drilling Division. But it is neither signed by MW. 2 nor MW. 4. One of the signatories, S. Chottopadhyaya is examined as MW. 3. He is the deputy superintendent of collieries attached to the planning department at N.C.D.C., headquarters. This note, Ext. M. 47 says in para 2.5 that all drillers in Geology Division were performing both administrative and supervisory duties. But nothing is elicited from MW. 3 to show what these supervisory duties were. He also did not speak a word about the duties of a driller. MW. 4 has stated in his cross-examination that there is no written circular or duty chart describing the duties of the personnel of the drilling department, that their duties are assigned from time to time by the master driller and that since sometime in 1963 or 1964 G. C. Sharma is the master driller. G. C. Sharma was present in the Court at the time of the deposition of MW. 4, as pointed out in the deposition. But the opposite parties did not choose to examine him to show the nature of the duties assigned to the drillers. MW. 2 has in his cross-examination that he had seen the daily progress reports submitted by the drillers to the senior drillers and in his office he has a number of such reports. But not a single such report is produced. The witness, MW. 2 has also in his evidence that Shri R. S. Murty is conducting the case on behalf of the N.C.D.C. and that as far as the case of the drillers is concerned Shri R. S. Murty is consulting him. It means that Shri R. S. Murty did not consider it necessary to produce one of the reports. From the reports the nature of supervision attributed to the 3 applicants could be ascertained. Ext. M29 is a statement showing the work load norms, etc. for the division of Geology of NCDC. But this statement also does not show that the drillers were working in supervisory capacity. MW. 4 is complainant in complaint No. 17. He has deposed that as a driller he was operating the drill personally, that he was not supervising the work of the assistant driller, rigmen, etc. and that it was being done by the senior driller. Of course, he has conceded that perhaps he had sent some reports when the senior driller was absent. But nothing is elicited in the cross-examination to damage his testimony. In the cross-examination he has stated that he had drilled 2 holes each of 500 metres depth and that at Ramgarh he had worked on the drilling machine bearing No. 44/11. MW. 2 is the complainant in complaint No. 10. He is a senior rigman who was also working on the drilling machines. His evidence is that the senior driller used to supervise his work and not the driller. In the cross-examination it is elicited that while at Bhuchundi, Swang and Ghriddh, the senior driller was supervising his work. He denied that a driller was in charge or that a driller distributes work among the workmen under him or supervises their work. On

this material I cannot uphold the objection of the opposite parties. The objection is over ruled.

8. The contravention complained of is the provision under Section 33(1)(a) of the Act. The case of the complainants is that pending Ref. 244 of 67 on the file of this Tribunal the opposite parties issued order No. PD/Absorption/Drilling/Staff/69, dated 30th December 1969, Ext. M3, whereby altering conditions of service applicable to them immediately before the commencement of the proceeding in Ref. 244 of 67 to their prejudice. It is admitted by the opposite parties that they had issued the order, Ext. M3, but denied that the conditions of service of the complainants were altered to their prejudice. The order of Ref. 244 of 67 is dated 19th July, 1967 and it is received and registered on the file of this Tribunal on 24th July 1967. The order, Ext. M3 is issued on 30th December 1969 and by then the parties had put in their appearance in the proceedings in Ref. 244 of 67 and were filing documents in support of their respective cases. Hence, the order, Ext. M3 was issued while the industrial dispute in Ref. 244 of 67 was pending adjudication before this Tribunal. It is to be seen now whether the order, Ext. M3 has in any way altered the conditions of service of the complainants applicable to them immediately before the commencement of the proceedings in Ref. 244 of 67 and if the alteration was to their prejudice. It is an admitted position that immediately before the commencement of the proceeding in Ref. 244 of 67 all the complainants belonged to Drilling and Geology Division of N.C.D.C. and they continued to be so till the date of the order, Ext. M3. As I have already pointed out, complainants in complaint Nos. 13, 17 and 20 were drillers, complainants in complaint Nos. 1, 6, 16, 24, 28, 30, 32, 38, 39 and 42 Assistant drillers, complainant in complaint Nos. 4, 5, 7, 10, 12, 14, 18, 22, 23, 26, 29, 33 and 34 senior rigmen and complainants in complaint Nos. 8, 9, 11, 15, 19, 21, 25, 27 and 36 rigmen. This position is confirmed by the statement annexed to the order, Ext. M3. As per the statement, Sl. Nos. 3, 4 and 5 correspond respectively to the drillers in complaint Nos. 13, 17 and 20, Sl. Nos. 11, 13, 16, 17, 18, 23, 24, 25, 26 and 27 correspond to assistant drillers in complaint Nos. 42, 1, 32, 6, 38, 24, 16, 39, 28 and 30 respectively, Sl. Nos. 28, 29, 31, 32, 34, 35, 36, 37, 38, 39, 41, 44 and 45 correspond the senior rigmen in complaint Nos. 33, 26, 29, 4, 18, 10, 12, 23, 5, 34, 14, 22 and 7 respectively and Sl. Nos. 52, 53, 54, 56, 57, 60, 61, 62 and 63 correspond to rigmen in complaint Nos. 11, 27, 8, 15, 25, 9, 21, 19 and 36 respectively. From the statement it can also be seen that all the complainants were monthly paid and by virtue of the order, Ext. M3 all of them, except 9 who are at Sl. Nos. 11, 13, 16, 17, 18, 27, 28, 39 and 45 are converted into daily rated workmen and that their designations are lowered, such as drillers to operators, assistant drillers to chargemen, fitters, etc. and senior rigmen and rigmen to khalasis. As per the order, Ext. M3 each of the complainants was to be issued a fresh appointment letter and each of them has lost his seniority.

9. By virtue of the order, Ext. M3 the pay scales of the complainants are also affected to their detriment. The Assistant General Secretary of N.C.O.E.A, WW. 1 has compiled a statement, Ext. W. 8 on 4th January 1971 and filed it before the Tribunal during his deposition on 14th January, 1971. This statement, Ext. W. 8 shows the scale of pay before the transfer order, Ext. M3 was issued, total pay drawn before the order, the scale of wages after the transfer and total emoluments per month drawn after the transfer, by each of the complainants in columns 4, 5, 6 and 7 respectively. Columns 4 and 6 of Ext. W. 8 are the same as columns 3 and 6 of the statement annexed to Ext. M3. Column 5 of Ext. W. 8 is corroborated from the figures given in para 12 of the written statement filed by the opposite parties in each of the complaints. Column 7 of Ext. W. 8 is prepared by WW. 1 from the information gathered by him. WW. 1 has deposed that N.C.O.E.A. has made enquiries in respect of the pay drawn by the 35 complainants before and after their transfer, that he himself, as the Assistant General Secretary of N.C.O.E.A. wrote letters to the branch associations and to the complainants in this respect and that he himself went round, met the complainants and got the necessary information. His evidence is supported by the testimony of WW. 2, WW. 3 and WW. 4, who are respectively complainants in complaint Nos. 10, 16 and 17. There was no cross-examination by the opposite parties on WW. 2, WW. 3 and WW. 4 whatsoever on this point. From WW. 1 it is only elicited that he did not verify the statement, Ext. W. 8 with official records of the opposite parties and did not try to get information from the office records of the opposite parties for preparing the statement. There is nothing to suggest that the statement was wrong or that the complainants were not drawing the total emoluments as shown in col. 7 of Ext. W. 8 on 4th January, 1971. It was not difficult for the opposite parties to show the actual total emoluments drawn by each of the complainants after they were transferred under the order, Ext. M3. The statement, Ext. W. 8 was filed before this Tribunal on 14th January 1971 through the first witness on behalf of the complainants. Thereafter the complainants examined 3 more witnesses and the last

witness of the opposite parties was examined on 28th April, 1971. The arguments in the case continued upto 1st May, 1971. I suppose that the opposite parties had sufficient time to compile their own statement as regards the total emoluments drawn by each of the complainants after their transfer under the order, Ext. M3, on the basis of their own records and file it before the Tribunal. The opposite parties did not lead any rebuttal evidence either, although they have been filing fresh documents on several hearings after WW.1 was examined. Hence, I am inclined to accept the statement, Ext. W.3 as correct. By comparing columns 5 and 7 it is evident that the total emoluments drawn by each of the complainants after the transfer were less than what he was drawing before the transfer. In respect of those complainants who are continued in the monthly scale in higher scales also the total emoluments went down. The obvious reason appears to be that after the transfer dearness allowance is cut down. Whatever be the reason, the total emoluments drawn after the transfer are less than those drawn by the complainants before the transfer and this is due to the transfer order, Ext. M3. The order or its annexures did not protect the wages and benefits of the complainants on their transfer—much less of the complainants who were converted to daily rate by the order. It also appears that owing to the order, Ext. M3 transferring the complainants to different units their other service conditions are also affected. As per the Corporation Rules, Ext. M12 all whole time employees in the service of N.C.D.C. other than those taken over by N.C.D.C. from the government, are entitled to earned leave at the rate of 1/11th days of duty performed for each year of service, accumulation of such leave upto 180 days, half pay leave of 20 days for each completed year of service and commuted leave of 240 days for total period of service. This apart, as spoken to by WW. 2, WW. 3 and WW. 4 they were entitled to 18 days of festival holidays per calendar year, holiday on each second saturday of each month and sunday as paid holiday. Owing to the transfer, such of those who are transferred to mines are governed by the Mines Act under which annual leave and sick leave to them is for less number of days than what they were entitled to under the Corporation Rules, Ext. M12. Similarly, such of those complainants who are transferred to Barakakana Workshop and Stores also get less number of earned leave and sick leave. MW.1 also has conceded this position. Ext. W.4 is a circular of N.C.D.C. dated 19th November 1970. It is in respect of the employees of Geology and Drilling Division transferred to collieries and other establishments. It lays down the number of gazetted and other holidays available to them in their transferred units. According to it only 16 paid gazetted holidays are allowed to the employees in the Central Workshops and the paid holidays available to them should be the same as are allowable to the workshop employees of the same designation. The circular also shows that holiday on second saturday of each month and half holiday on saturday will not be available to the employees in the collieries, washeries and workshop. It is also laid down in the circular that the free transport facilities also will not be available to the complainants. Thus, from the above material it emerges beyond doubt that during pendency of Ref. 244 of 67 on the file of this Tribunal, the opposite parties issued the order, Ext. M3 altering thereby the conditions of service applicable to the complainants immediately before the commencement of the proceeding in Ref. 244 of 1967 and the alteration is to the prejudice of the complainants. It is also evident that the service conditions so affected by the order, Ext. M3 are connected with the matters in dispute in Ref. 244 of 1967. It is argued at length on behalf of the opposite parties that the conditions of service affected are not matters in dispute specifically. But "matters in dispute" and "matters connected with dispute" are different. The alterations in conditions of service affected in the present case are "matters connected with the dispute". For this reference can be had to the matters specified in the schedule of the reference, to items 4, 5, 9 and 12 in particular. Thus I find that by issuing the order, Ext. M3 the opposite parties have violated Section 33(1)(a) of the Act and, as such this Tribunal has jurisdiction to entertain the 35 complaints and adjudicate upon them.

10. In para 5 of the written statement the opposite parties had pleaded hesitatingly an agreement in pursuance of which, according to them, they had issued the order, Ext. M3. It is stated, "the opposite parties discussed the matter with the representatives of the National Coal Organisation Employees Association (which is the union that sponsored the dispute covered by Ref. 244 of 1967) the problem of surplus employees and the arrangement and agreement reached with them are incorporated under item 1 of the record notes of discussions held with them by the opposite parties on 10th, November, 1969". In the same para the opposite parties had earlier stated that the complainants and a large number of similar employees of Geology and Drilling Division were found surplus to the requirements, that the opposite parties were entitled under such circumstances to retrench the surplus employees such as the complainants, that instead of having recourse to such a step, the complainants and some others were stationed at

Ramgarh after the closure of the various drilling camps from time to time and that the complainants case was sympathetically considered by the N.C.D.C. and they were offered alternative employment as per the order, Ext. M3. It appears from Ext. M15 that on 30th September 1969, the N.C.O.E.A. served a notice on N.C.D.C. in respect of their proposed direct action and strike for reasons explained in its annexure. The annexure also contains a statement of demands. The demands include in it the demand for implementation of the recommendations of the Central Wage Board for the Coal Mining Industry. There were discussions between the representatives of N.C.D.C. and the union, N.C.O.E.A. as regards the implementation of the recommendations on 10th, 11th, 13th and 24th November, 1969 and the recorded notes of the discussions are annexure to Ext. M17. The recorded notes of discussions held on 10th November 1969 are also marked as Ext. M4. It is contended on behalf of the opposite parties that item 1 of Ext. M4 contains the agreement arrived at between N.C.D.C. and N.C.O.E.A. and in pursuance of it the order, Ext. M3 was issued. But I do not find from the item that there was an agreement between the parties by which N.C.O.E.A. had agreed for the transfer of the complainants and reduction in their service conditions, such as pay scales, etc. as contained in the order, Ext. M3. Item 1 of Ext. M4 simply is the record of what the Chairman of N.C.D.C. had stated during the discussion. Of course the word "agreed" occurs in one place. To facilitate understanding of the context the portion is extracted below:

"As regards workers of Geology and Drilling, there was considerable exchange of views on both sides in which the previous discussions were also recalled. The Chairman mentioned that he could not start with the presumption that every one in the Geology and Drilling Section would be absorbed in regular jobs. He agreed, however, that all those who were useful and could be fitted against vacancies elsewhere in the Corporation would be so fitted. After they were so fitted, they would get the pay of the post in which they were absorbed. The remaining non-surplus workers of Geology and Drilling Section would become part of the reorganised set-up".

It can be seen that there was nothing on which both parties had agreed, much less on the terms and conditions contained in the order, Ext. M3. The recorded notes of discussions held on 11th, 13th and 24th November, 1969 also do not contain anything to support the opposite parties. On the contrary I find that in the last para of item 31 of the recorded discussion held on 13th November 1969 that there were serious differences on the question of pay scale matters regarding which the Chairman stressed the point that he would like to function within the frame work of the wage board and not to depart from it. The inference is that nothing was agreed between the parties till then about the pay scales. Ext. W.25 is a letter under which the recorded notes of discussions held on 10th, 11th and 13th November, 1969 were circulated by N.C.O.E.A. to all general members, central committee members and zonal and branch secretaries. In its first paragraph it is stated that N.C.O.E.A. had not entered into any agreement with the management as many wider issues were yet to be settled. This letter, Ext. W.25 is issued on 26th November 1969 and the last discussion between the parties was on 24th November 1969. This also supports the inference that the terms and conditions mentioned in the order, Ext. M3 were not agreed upon by N.C.O.E.A. representing the complainants. Thus, I do not find any substance in the plea put forth by the opposite parties.

11. Though not pleaded, it is argued on behalf of the opposite parties that during pendency of the complaints before this Tribunal there was a settlement Ext. W.3 dated 18th June, 1970. Again this settlement is in respect of the implementation of the recommendations of the Central Wage Board for the Coal Mining Industry as regards the employees of Geology and Drilling Division. It applies to all the employees of the division who are in service as on 14th August 1967 to the extent indicated in the settlement. It also says that it should not prejudice the contentions of N.C.O.E.A. in respect of general determination and adoption of pay scales, categorisation/fixation by N.C.D.C. under the Coal Wage Board and counter contentions of the management and that the settlement shall not also affect in any way the present complaints. It is stated in para 12 of the settlement that the employees will continue to enjoy the other terms and conditions of service as on 14th August 1967, as amended from time to time by mutual agreement. Basing upon this para it is argued for the opposite parties that by mutual agreement the order complained of, Ext. M3 is quashed and it is no more in existence and as such, the complaints should be dismissed. The term of the settlement, Ext. W.3 goes to show that the opposite parties have conceded the case of the complainants that the service conditions enjoyed by them could not be altered to their prejudice by the order, Ext. M3. But the terms of the settlement are not clear and they are

attached with strings, as such it cannot be stated that the order complained of, Ext. M3 is withdrawn by the opposite parties unconditionally. The object of the prohibition contained in Section 33 of the Act is two fold. On the one hand it is designed to protect the workmen concerned during the course of industrial conciliation, arbitration and adjudication, against employer harassment and victimisation on account of their having raised the industrial dispute or their continuing the pending proceedings, on the other it seeks to maintain status quo by prescribing management conduct which may give rise to fresh disputes which further enstrain the already strained relations between the employers and the workmen. Hence, service conditions of the complainants as existing on the date of Ref. 244 of 1967 should be maintained pending the reference, irrespective of the fact that this legal position is admitted by the opposite parties. That apart, it is not the case of the opposite parties that they have made good the losses suffered by the complainants owing to the enforcement of the order, Ext. M3. Consequently, I do not find any substance in the contention of the opposite parties that the complaints have become infructuous.

12. Having admitted that the complainants were drillers, assistant drillers, senior rigmen and rigmen of the Drilling and Geology Division, the case of the opposite parties is that the complainants and a large number of similar employees of the Drilling and Geology Division were found surplus to the requirement, that the opposite parties were entitled to retrench the complainants as surplus employees, that out of sympathy for the complainants, instead of retrenching them by following the provisions of law, they offered the complainants alternative jobs through the order, Ext. M3 and that the order, Ext. M3 gave option to the complainants to accept the alternative jobs proposed or to accept retrenchment. I do not find any substance in the contention that the order, Ext. M3 gave option to the complainants. The wording of Ext. M3 does not support the interpretation. Alternative job means a job which carries with it the same emoluments and service conditions, which is not the case with the jobs offered through Ext. M3. Offering a job of lower designation with lower emoluments and inferior service conditions coupled with the threat of retrenchment cannot fall within the concept of alternative job. The question whether the complainants were found surplus to the requirement, has no relevancy in the present case, as the opposite parties have not retrenched the complainants. If the complainants were really found surplus as pleaded by the opposite parties, only two alternatives were before the opposite parties viz. either to retrench them in accordance with the law and procedure or to provide them with alternative jobs carrying the same service conditions, inclusive of emoluments. But there could be no justification for the opposite parties to transfer the complainants to the jobs mentioned in the order Ext. M3. As they are not retrenched the complainants continue to be in the service of the opposite parties and should be deemed to be continuing in the jobs not inferior to those held by them before the issue of the order, Ext. M3. I concede that the opposite parties, as employers, have the right to transfer the complainants to other jobs or to take work from them of the kind they choose. But they could not alter any of their service conditions to their prejudice. The annexure to the order, Ext. M3 shows the pay scales applicable to the complainants and para 12 of the statement of the opposite parties show the total emoluments drawn by the complainants actually on the date immediately before the issue of the order, Ext. M3. It is also not in dispute that during pendency of Reference 244 of 1967 there have been some agreements between the parties, the latest being Ext. W. 3, whereby the opposite parties have undertaken to implement the recommendations of the Central Wage Board for the Coal Mining Industry with effect from 15th August 1967, in respect of the employees of the Drilling and Geology Division, inclusive of the complainants. Reference 244 of 1967 has 19 items for adjudication, several of which concern the complainants. One of them relates to the demand that the recommendations of the Second Pay Commission be implemented forthwith with retrospective effect from the 1st July, 1959 and all disparities and anomalies existing in the pay scales of different categories of employees should be removed and arrears should be paid without any further delay. Ext. W.3 settlement lays down several details as to how the recommendations of the Central Wage Board for the Coal Mining Industry should be implemented as regards the complainants and other employees of the Drilling and Geology Division. Thus, pending the Reference and subject to the award in the Reference the complainants are entitled to be fixed in the Wage Board pay scales and paid accordingly with effect from 15th August, 1967. For this purpose the pay scales applicable to the complainants and actual emoluments drawn by them as on 14th August 1967 should be ascertained and then the complainants should be fitted in the categories and pay scales recommended by the Central Wage Board for the Coal Mining Industry also keeping in view several of the relevant and valid agreements entered into by the parties and in particular, Ext. W.3. Ext. W.3 settlement is produced by the complainants and it is

proved and admitted by WW. 1 and WW. 5, who are respectively Assistant General Secretary and General Secretary of N.C.O.E.A., the union representing the complainants. The settlement, Ext. W. 3 is also admitted by MW. 1, who says that he got a statement, Ext. M21 prepared in accordance with para 12 of the settlement, Ext. W. 3. Having fixed the category and pay scales and other emoluments of the complainants, amounts due are to be calculated with effect from 15th August, 1967, and after adjusting the amounts received by the complainants on and from 15th August, 1967, the arrears due to each of the complainants has to be arrived at. In the present case this could not be done because pleadings of the parties and evidence led by them are not sufficient. The complainants have to approach the proper forum to claim their arrears, if they find it necessary.

13. As a result of my above discussions, I find no justification for the opposite parties to issue the order No. PD/Absorption/Drilling/Staff/69, dated 30th December 1969 and I hold that the complainants are entitled to receive their arrears as indicated above. The Award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,
Presiding Officer,
Central Govt. Industrial Tribunal
(No. 2) Dhanbad.
[No. 1/22/67-LRII].

New Delhi, the 22nd July 1971

S.O. 2885.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court (No. 2). Bombay in the industrial dispute between the employers in relation to the management of Messrs Chowgule and Company Private Limited, Mormugao Harbour, Goa and their workmen, which was received by the Central Government on the 17th July, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,
BOMBAY

REFERENCE NO. CGIT-2/8 OF 1970

Employers in relation to the Management of Messrs. Chowgule and Company
Private Limited, Mormugao Harbour, Goa

AND

Shrimati Rosina Dias

PRESENT:

Shri N. K. Vani, Presiding Officer.

APPEARANCES:

For the Employers—(1) Shri M. D. Galtonde, Advocate.
(2) Shri N. K. Kadam, Labour Officer

For the workman—Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union, Goa.

INDUSTRY: Iron Ore Mining

STATE: Goa, Daman and Diu.

Bombay, dated the 29th June 1971

AWARD

By order No. 8/21/70-LR/IV dated 21/22/9/1970 the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), referred to this Tribunal for adjudication and industrial dispute existing between the employers in relation to the management of Messrs Chowgule and Company Private Limited, Mormugao Harbour, Goa and Shrimati Rosina Dias in respect of the matters specified in the Schedule as mentioned below:—

SCHEDULE

"Whether the management of Messrs Chowgule and Company Private Limited, Mormugao Harbour Vasco-de-Gama is justified in their action dismissing Shrimati Rosina Dias ex-female labour employed in Costi Mines with effect from the 6th November, 1969? If not, to what relief is the workman entitled?"

2. The facts giving rise to this reference are as follows:—

Smt. Rosina Dias was working on repairs and maintenance of roads as a female labourer in the employment of Messrs Chowgule and Company Private Limited Mormugao, Goa. She was asked to work in the Crushing plate for crushing the iron ore lumps on the afternoon of 3rd September, 1969. As she refused to work as a labourer in the crushing plate for crushing this iron ore lumps, domestic enquiry was held against her. She was found guilty of misconduct alleged to have been committed by her and was dismissed with effect from 6th November, 1969. She therefore made a complaint under Section 2-A of the Industrial Disputes Act, 1947 to the Assistant Labour Commissioner (C), Vasco-de-Gama. On the receipt of the complaint, he tried to bring about conciliation between the parties after hearing them but in vain. He therefore submitted his failure of conciliation report to the Government. On receipt of this report the Government made this reference to this Tribunal for adjudicating the dispute.

3. Shri George Vaz, General Secretary of the Goa Mining Labour Welfare Union has filed written Statement at Ex. 2/W on behalf of Smt. Rosina Dias in this Tribunal on 17th February, 1971. This written statement is annexure 'A' to the Award.

4. According to Smt. Rosina Dias:—

- (i) As she was appointed for repairs and maintenance of roads and as she does not know the work of sample crushing, the company was not justified in ordering her to work on sample crushing. The company was also not justified in holding departmental enquiry against her for her refusal to do this work.
- (ii) Departmental enquiry conducted by Shri B. D. Desai was not proper and fair. No complainant was examined during the enquiry. Statements of some witnesses were recorded. Her statement was not recorded. The charges levelled against her were not read out and explained to her. She has not admitted the charges levelled against her.
- (iii) The findings of the Enquiry Officer are not correct and the whole enquiry is vitiated.
- (iv) The Director had issued notice to her asking her to see him personally. When she went to the Head Office to see the Director personally she was not allowed to see the Director personally. On the contrary Shri Kadam, Labour Officer told her that she could not see the Director and that she could seek pardon and then he would reinstate her in the original work on road. He asked her to see the officers at Costl Mine and send such a letter. On going to the Costl Mine one Shri Suresh, Clerk wrote a letter on which her thumb impression was taken.
- (v) Her dismissal from service is not justified. It is not fair. It is unjust and in violation of the principles of natural justice. She is not guilty of wilful disregard or disobedience of orders or any other charges. She be reinstated with continuity of service and back wages.

5. The company has filed written statement at Ex. 1/E on 7th November, 1970 and rejoinder at Ex. 3/E on 12th March 1971, which are annexures 'B' and 'C' respectively to the Award.

6. According to the Company, Smt. Rosina Dias was dismissed from service after the charges levelled against her were proved at the departmental enquiry. She was given complete opportunity to cross-examine the witnesses who deposed against her and place her own case. The evidence at the enquiry clearly proved the charges against her. This was further strengthened by her own admission contained in her reply dated 28th October 1969 to the show cause notice. Smt. Rosina Dias's dismissal from service with effect from 6th November 1969 is justified. She is not entitled to any relief.

7. From the pleadings, documents, evidence on record and arguments advanced by both the parties, the following points arise for decision in this case.

- (i) Whether this Tribunal has jurisdiction to entertain this reference?
- (ii) Whether the domestic enquiry held against Smt. Rosina Dias was proper, fair and in accordance with the provisions of the Standing Orders, made applicable to the employees of M/s. Chowgule and Company Pvt. Ltd., Mormugao, Goa?

- (iii) Whether the enquiry is vitiated?
 - (iv) Whether the dismissal of Smt. Rosina Dias with effect from 6th November 1969, is justified?
 - (v) If not, to what relief is she entitled?
 - (vi) What Order?
8. My findings are as follows:
- (i) Yes.
 - (ii) No.
 - (iii) Yes.
 - (iv) No.
 - (v) Smt. Rosina Dias is entitled to be reinstated to her original post with continuity of service, back wages, etc.
 - (vi) As per order.

Reasons

Point No. (i):

9. The learned advocate Shri Gaitonde for the company contends that this Tribunal has no jurisdiction to entertain this reference because there is no industrial dispute existing between the company and its workman at Costl Mines and that the present dispute relates to the dismissal of Smt. Rosina Dias and that it is an individual dispute and not an industrial dispute. This contention is misconceived and cannot be accepted.

10. It is true that the present dispute is between the company and Smt. Rosina Dias and that it is an individual dispute. This industrial dispute is however an industrial dispute within the meaning of Section 2(k) read with Section 2-A of the Industrial Disputes Act, 1947.

11. Section 2-A of the Industrial Disputes Act, 1947 is as follows:—

"2-A. Dismissal etc. of an individual workman to be deemed to be an industrial dispute.—Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with or arising out of such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute."

12. In view of this provision referred to above, it is crystal clear that the present individual dispute between Smt. Rosina Dias and the company on account of her dismissal by the company is an industrial dispute. Hence this Tribunal has jurisdiction to entertain this reference.

13. The learned advocate Shri Gaitonde contends that the jurisdiction of this Tribunal is limited to decide whether the dismissal is justified and that it cannot decide the question whether the employee was a labourer or Supervisor as this dispute has not been referred to it. This contention is also misconceived.

14. It is true that the dispute referred to this Tribunal is whether the dismissal of the employee by the company is justified. In deciding the question as to whether the dismissal of the employee is justified or not the Tribunal was necessarily to consider the defence raised by the employee regarding her justification for refusing to work on sample crushing.

15. The employee's contention that she was not working as a labourer on sample crushing and that she was working as Supervisor of labour on repairs and maintenance of road only has to be considered for finding out whether there was any justification for her to disobey the orders of the company. Hence this Tribunal has jurisdiction to consider the defence raised by the employee. Hence my finding on Point No. (i) is as above.

Point Nos. (ii) to (iv):

16. Shri George Vaz for Smt. Rosina Dias contends that the domestic enquiry held against her was not proper, fair and in accordance with the provisions of the Standing Orders made applicable to the employees of the Company of M/s. Chowgule and Co. Pvt. Ltd., that the findings of the Enquiry Officer are perverse and that the whole enquiry is vitiated.

17. It is common ground that there are certified Standing Orders which are applicable to the employees of the company. Copy of the same is produced at Ex. 4/E.

18. Clause 18 relates to disciplinary action for misconduct. Clause 18(1) is as follows:—

- “(1) A workman may be warned, censured or fined upto 2 per cent of his wages in a month for any of the following acts or commissions:—
- (a) Disregard or disobedience of orders;
 - (b) Insubordination and breaches of discipline;
 - (c) Late or irregular attendance or leaving post of duty without permission;
 - (d) Improper behaviour such as quarrelling or sleeping on duty;
 - (e) Incivility to co-workers, public, etc;
 - (f) Making false or misleading statements;
 - (g) Inefficient, dilatory, careless, wasteful, dangerous or obstructive working;
 - (h) Malingering;
 - (i) Entering or leaving or attempting to enter or leave the place of work except by the gate or gates or entrances/exits provided;
 - (J) Loitering or idling during working hours; absenting from work or place of work without prior permission; being within the work premises after authorised working hours without permission or without reasonable cause;
 - (k) Taking leave on false pretexts;
 - (l) Non-observance of rules governing the Company's quarters;
 - (m) Smoking in the work place except in places where smoking is permitted.”

19. Clause 18(2) states that a workman may be suspended for a period not exceeding four days at a time, or his increment or promotion withheld, or demoted or reduced in grade, or removed or dismissed from service without notice or any compensation in lieu of notice if he is found to be guilty of misconduct, as mentioned in any one of the clauses (a) to (x).

20. Clause 20 lays down that a workman charged with misconduct of a nature which (if established) is likely to lead to denial of increment or promotion or to imposition of any of the penalties provided under Standing Order (18)(2) shall be given by the Head of the Department after prior approval of the Director, charge-sheet in writing clearly setting forth;

- (1) the circumstances appearing against him and requiring explanation, and
- (2) the date and time at which the case will be heard (which date shall not be less than seven days after the service of the notice). At the hearing of the case, he shall be given an opportunity to answer the charge. Except for reasons to be recorded in writing by the officer holding the enquiry (who shall be an independent officer not connected with the happenings or reporting of happenings included in the charge-sheet), the workman shall be permitted to produce witnesses in his defence and cross-examine any witnesses on whose evidence the charge rests. A concise summary of the evidence led on either side and the workman's plea shall be recorded.

21. In the present case the original enquiry papers are produced on record at Ex. 5/E to 11/E.

22. The original charge-sheet at Ex. 5/E appears to have been issued on 29th September, 1969. This charge-sheet mentions as follows:—

“You have been working at Costi Mines as a labourer since 1961. It has been reported that recently you were given the work on repairs and maintenance of roads. As the work of road was over, you were asked to work in the crushing plate for crushing the iron ore lumps in the afternoon session of 3rd September, 1969. You refused to attend to this saying that you will work only on roads. You thus remained idle for 1/2 day on 3rd September, 1969. On 4th September, 1969 you were again asked to start work in the crushing plate which

you again refused saying that you will work only on road and that you are not a labourer but a road mukadam. Shri B. M. Pawar, Office Assistant told you immediately then that you have been a labourer all along and a decision to promote you as a mukadam has not been taken by the Management and that you have to continue working as a labourer in the crushing plate as the work on roads is now over. To this you again refused. You were then told that such refusal on your part constitutes serious misconduct and the matter will have to be reported to Head Office and strict disciplinary action taken. To this you replied 'I don't care', I will work only as a Mukadam and that too on roads only.

It has further been reported that you have since then continued to refuse work and have remained idle till 24-9-1969 (24th September, 1969). You are, therefore, hereby charged with,

- (i) Wilful and/or habitual disregard or disobedience of orders,
- (ii) Wilful insubordination and breaches of disciplines; and
- (iii) Wilfully idling during working hours; and
- (iv) Causing thereby loss or damage to the property of the company.

A formal enquiry in the matter will be conducted by Shri B. D. Desai in Costi Mine's office on a date and time to be intimated to you by him when evidence against you will be recorded in your presence and you will be given chance to cross-examine the departmental witnesses and later to put up your own evidence and witnesses, if any. You are hereby directed to appear for the enquiry as may be scheduled with your written explanation to the charges, if any. If you fail to do so, the enquiry may be conducted ex-parte."

23. It will be clear from the last paragraph of the charge-sheet Ex. 5/E that a date and time of holding enquiry were not intimated to the employee while issuing the charge-sheet.

24. It appears that notice Ex. 6/E dated 1st October, 1969 was issued by the Enquiry Officer to Smt. Rosina Dias. This notice mentions as follows:—

"Further to the Charge-sheet dated 25th/29th September, 1969 issued to you, you are hereby instructed to call at this office at 1-30 p.m. on 4th October, 1969 for an enquiry in the matter.

If you fail to report at Costi Mines Office on the above stipulated date and time, the enquiry will be conducted ex-parte."

25. It is clear from the above notice Ex. 6/E that the actual enquiry was to be held on 4th October, 1969 and that intimation about the same was given to the employee on 1st October, 1969. It means that the employee was not informed about the date of enquiry 7 days in advance as required under clause 20(2) of the Certified Standing Orders referred to above.

26. The report of the Enquiry Officer, Ex. 7/E, shows that the actual enquiry took place on 4th October, 1969. Notice Ex. 6/E shows that the date of enquiry was informed on 1st October, 1969. As the date was not informed 7 days in advance this has resulted in committing breach of Clause 20(2) of the Certified Standing Orders referred to above. Hence the enquiry has taken place in violation of provisions of the Standing Orders.

During the enquiry, the Enquiry Officer Shri B. D. Desai examined S/Shri B. M. Pawar, Shri Rao, Chemist, and Ramakant H. Borcar as company's witnesses. He also examined Smt. Janem Costi, Smt. Inacina Dias, Smt. Anjani Naik as witnesses on behalf of Smt. Rosina Dias. Smt. Rosina Dias, however, denies to have examined witnesses on her behalf during the enquiry.

27. Statements of these witnesses referred to above are at Ex. 7/E.

28. The dispute between the company and Smt. Rosina Dias arose because Smt. Rosina Dias refused to work on sample crushing. On account of her refusal to obey the order of the company, four charges were levelled against her as mentioned in Ex. 5/E referred to above, and departmental enquiry was held against her.

29. From the material on record it is not understood as to how charge No. iv of "causing hereby loss or damage to the property of the company" was levelled, against Smt. Rosina Dias. It is not the case of the Company that Smt. Rosina Dias was in possession of some property of the company and that she caused

damage to the property of the company thereby putting the company into loss. Her refusal to work on sample crushing does not amount to causing loss or damage to the property.

30. On going through the statement of each witness examined by Shri B. D. Desai, Enquiry Officer, it does not appear that any witness has stated that Smt. Rosina Dias caused damage to the property belonging to the company. If no witness has stated anything regarding the actual damage done to the property of the company by Smt. Rosina Dias, it is not understood as to how the enquiry officer came to the conclusion that Smt. Rosina Dias caused loss or damage to the property of the company. In my opinion the finding of the Enquiry Officer in respect of charge No. iv is without any material before him. Similarly the finding of the Director Ex. 9/E agreeing with the finding of the Enquiry Officer, Ex. 8/E in respect of charge, "causing thereby loss or damage to the property of the company" is also without any material record. It cannot be said that the finding of the Enquiry Officer Ex. 8/E and of the Director Ex. 9/E in respect of this charge regarding loss or damage to the property of the company is proper. This finding is vitiated, as it is not based on evidence or material on record during the Enquiry.

31. As regards charge No. i, Wilful and/or habitual disregard or disobedience of orders mentioned in charge-sheet Ex. 5/E, the findings of the Enquiry Officer in Ex. 8/E, dated 6th October, 1969 is as follows:—

"(1) Wilful disobedience."

32. The finding of the Director in respect of charge No. i in Ex. 5/E is 'Wilful disregard or disobedience of orders'. It means that the Enquiry Officer Shri B. D. Desai held Smt. Rosina Dias guilty of wilful disobedience and the Director held her guilty of wilful disregard or disobedience of orders. As the Enquiry Officer has not held Smt. Rosina Dias guilty of habitual disregard or disobedience of orders and as he has held her guilty of 'Wilful disobedience only', the misconduct held proved and covered by the charge No. i would fall under clause 18(1) (a) and not under clause 18(2) (a) of the Standing Orders referred to above.

33. Charge No. iii against Smt. Rosina Dias as mentioned in Ex. 5/E is 'wilfully idling during working hours'.

34. The Enquiry Officer *vide* his finding No. 2 has held that Smt. Rosina Dias is guilty of 'wilful idling during working hours'. The Director has also agreed with this finding of the Enquiry Officer. Misconduct covered by charge No. iii in Ex. 5/E falls under clause 18(1) (j) of the Certified Standing Orders.

35. As regards charge No. ii mentioned in Ex. 5/E 'wilful insubordination and breaches of discipline', the Enquiry Officer Shri Desai in his finding Ex. 8/E has not given any finding in respect of this charge. In the absence of any finding it will have to be taken that he has not held this charge proved. The Director in his finding Ex. 9/E has not also considered this point and given any finding in respect of this charge. Hence it is to be taken that the charge No. ii has not been established. Even if it is taken for the sake of argument that this charge is established, the misconduct covered by charge No. ii in respect of 'wilful insubordination and breaches of discipline' falls under clause 18(1) (b).

36. Shri B. D. Desai, Enquiry Officer's finding Ex. 8/E mentions that Smt. Rosina Dias is guilty of 'negligent and careless in her duties'. If we look into the original charge-sheet Ex. 5/E, mentioned in para. 22 above, there is no charge against Smt. Rosina Dias to the effect that Smt. Rosina Dias is negligent and careless in her duties. As there was no specific charge in this respect, holding Smt. Rosina Dias guilty of negligent and careless in her duties by the Enquiry Officer in his finding Ex. 8/E cannot be said to be proper and fair. How can be record a finding in this respect without having a charge against Smt. Rosina Dias. Even the Director has not mentioned in his findings Ex. 9/E that Smt. Rosina Dias was guilty of 'negligent and careless in her duties'. Hence I am of the view that the finding of the Enquiry Officer Ex. 8/E in respect of negligent and careless in her duties is improper.

37. It will be clear from the above discussions that the misconduct, held proved during the enquiry, by the Enquiry Officer, in respect of charges falls under clause 18(1) of the Certified Standing Orders. It is specifically mentioned that misconduct falling under either of the clause 18(1) (a) to (m) would be punishable by giving warning, censure or fine upto 2 per cent. of his or her wages in a month. An employee cannot be dismissed for misconduct falling under any one of the clauses 18(1) (a) to (m). As the misconduct, held proved during the enquiry by the Enquiry Officer does not fall under clauses 18(2) (a) to (x), the punishment

of dismissal awarded under clause 18(2) of the Standing Orders cannot be said to be in accordance with the provisions of the Standing Orders.

38. In the present case, the defence of Smt. Rosina Dias is that she was not prepared to work on sample crushing because she was employed from the beginning on the work of repairs and maintenance of roads and because she was getting the work of repairs and maintenance of roads done from the labourers under her supervision. Smt. Rosina Dias wants to say that she is justified in refusing to obey the orders of the company to work on sample crushing because it was not her duty. In view of this defence it was absolutely necessary for the Enquiry Officer to consider whether her refusal was justified or not. The Enquiry Officer has not considered the case from this point of view. It means that he has not applied his mind and considered the case properly. I am therefore of the view that the enquiry held by the Enquiry Officer and his findings are not proper and fair and that his findings are vitiated.

39. The Director has mentioned in his order dated 7/13-10-1969, Ex. 9/E, as follows:—

“.....You are aware that you have been recruited as a labourer and no change in your status or position was ever effected and/or intimated to you. As a labourer you had to attend whatever manual work that had been entrusted to you and it is definitely unusual to note that you refused to work as a labourer even after noticing that other female labourers who had been your co-workers all along attending to the same. The Enquiry Officer, has, therefore rightly held you guilty of the charges levelled against you viz.:

- (i) Wilful disregard or disobedience of orders;
 - (ii) Wilfully idling during working hours; and
 - (iii) Causing thereby loss or damage to the property of the Company
- and I agree with his findings.....”.

40. The Company has examined, Shri B. M. Pawar, Section Head, at Ex. 27/E before me.

41. According to Shri Pawar, as per Mines Act, FORM 'B' Register has to be maintained. In this Register there is column styled as class or kind of employment. In this Register it is shown in this column against the name of each worker to which class he/she belongs. This classification is done in consultation with the Mines Manager. From 'B' Register of the employees for the years from 1964 to 1969, Ex. 28/E, he says that against the names of labourers mentioned at S. Nos. 51 to 55, it is mentioned in the column of class or kind of employment that he or she is a road labourer.

42. From the Register produced on record, it is crystal clear that Smt. Rosina Dias was employed in the company to work as female road labour. It also appears from this Register that in case of employees employed for the work of sample crushing, it has been specifically mentioned that they are employed for sample crushing work.

43. The company also mentions in Ex. 1/E, para. 2, that prior to 3-9-1969 Smt. Rosina Dias was allotted the work of a labourer on repairs and maintenance of roads. Shri Rosina Dias Ex. 13/W and her witnesses viz. Shri Arjun Naik Ex. 12/W, Shri Jagnath Ganpath Jaide, Ex. 14/W, and Smt. Kesar Mahadeo Naik, Ex. 15/W speak about the nature of work done by her on repairs and maintenance of roads.

44. Smt. Rosina Dias has produced documents at Ex. 18/W to 23/W which show that the implements required for working in connection with repairs and maintenance of roads used to be issued to her right from 1956. Her case is that these implements used to be issued to her on her responsibility and that she used to distribute them to the employees working under her and used to collect them after the work was over. In her cross-examination it was suggested to her that she was given this work because she was the senior-most employee. In any case there can be no doubt that some responsible work in connection with the repairs and maintenance of roads was entrusted to her.

45. It is contended that the evidence on behalf of Smt. Rosina Dias be not believed because they have got grudge against the company because some of them have been dismissed. In my opinion this is no ground to reject their evidence but their evidence has to be considered with caution. Some of the witnesses examined were working under her on repairs and maintenance of roads. Their names are in the Form 'B' Register showing that they were employed for doing the work

on repairs and maintenance of roads. In view of these facts, the evidence of these witnesses deserve reliance.

46. The company contends in Ex. 1/E, paragraph 2 that as the work of the road was over, Smt. Rosina Dias was asked to work in the crushing plate section on the afternoon of 3-9-1969. Shri Pawar admits in his evidence that the repairs and maintenance of roads was not closed permanently. Evidence on record shows that this work goes on continuously. As this work was not permanently closed, there was no justification for the management to ask the employee specifically employed to work on repairs and maintenance of roads, to work on sample crushing.

47. From the evidence of Smt. Rosina Dias, her witnesses, documents Ex. 18/W to 23/W and the Form 'B' Register produced on record at Ex. 28/E, there can be no doubt that Smt. Rosina Dias was specifically employed to work on repairs and maintenance of roads and that she was doing this work right from the beginning.

48. Shri Pawar, Ex. 27/E, says that Smt. Rosina Dias was asked to work on sample crushing on some occasions prior to 3-9-1969. In support of this contention, there is no documentary evidence on record. He only says from his memory that Smt. Rosina Dias was given this work 5-6 times between the period from 1961 to 3rd September 1969. He cannot however give the date and month on which Smt. Rosina Dias was asked to work on sample crushing. He only relies on his memory in this respect. In my opinion his memory cannot be trusted because he does not even remember the actual year in which he joined the head office as Section Head. The evidence on record clearly shows that Smt. Rosina Dias was working on repairs and maintenance of roads.

49. As Smt. Rosina Dias was employed specifically for doing the work on repairs and maintenance of roads, as appears from the entries in the 'B' Register Ex. 28/E, she was justified in refusing to work on sample crushing, as it was a different type of work and as she was not employed for that work.

50. In Standing Orders there is a clause viz. 24(c) which relates to transfers. That clause is as follows:—

"All workmen shall be liable to be transferred in exigencies of work from one department to another or from one station to another or from one iron ore mine to another under the same ownership provided that by reason of such transfers the wages, grade, continuity and other conditions of service of the workmen are not adversely affected and provided further that reasonable notice is given of such transfers. The workmen concerned shall be paid the actual transport charges plus 50 per cent thereof to meet incidental charges."

51. In the present case, from the Form 'B' Register Ex. 28/E, it is crystal clear that as Smt. Rosina Dias was employed for doing the work on repairs and maintenance of roads specifically, this was her service condition. This could not be changed by transferring her to some other work.

52. In the present case the management had not given any written notice about the change of service conditions. They gave oral order regarding her transfer. This was not proper.

53. In view of the fact that Smt. Rosina Dias was employed for doing specific work, the Director's observations in his order Ex. 9/E, that she was recruited as a labourer and no change in her status or position was ever effected cannot be said to be correct and consistent with the documents with them.

54. In the letter Ex. 11/E, dated 6th November, 1969 by which Smt. Rosina Dias was dismissed, the Director has observed that Smt. Rosina Dias has admitted her misconduct and asked for pardon. Considering her admission and agreeing with the finding of the Enquiry Officer he dismissed her from the service.

55. Ex. 10/E, dated 28th October, 1969 bears the thumb mark of Smt. Rosina Dias. By this letter addressed to the Director she says that she should be pardoned for the guilt committed by her and that she would do whatever work she was asked to do.

56. Smt. Rosina Dias tries to make out a case that she gave her thumb mark on this letter because she was assured that she would be reinstated to her original post and pardoned. It may be that she might have given the thumb mark thinking that she would be pardoned and mercy would be shown to her.

57. Even if Smt. Rosina Dias has claimed pardon, there was no justification for dismissing her from the service. In view of my finding that the misconduct held proved by the Enquiry Officer falls under clause 18 (1) of the Standing Orders and not under clause 18(2) of the Standing Orders, the dismissal of Smt. Rosina Dias by the Director was not justified.

58. In short it will be clear from the above discussions that the domestic enquiry held against Smt. Rosina Dias was not proper, fair and in accordance with the provisions of the Standing Orders applicable to the employees of M/s. Chowgule and Company Private Ltd., Mormugao and that the enquiry is vitiated and that the dismissal of Smt. Rosina Dias with effect from 6th November, 1969 is not justified.

59. It may be contended that even if the enquiry is set aside, this Tribunal has to consider the evidence on record and find out whether the dismissal of Smt. Rosina Dias was justified.

60. On evidence before me, already discussed and considered above, I find that Smt. Rosina Dias was justified in refusing to work on sample crushing because she was employed to work on repairs and maintenance of roads and not for sample crushing. As she was justified in refusing to work on sample crushing, she could not be held guilty of wilful disobedience or insubordination and breaches of discipline or disregard of orders or any other charge. Hence her dismissal is not justified. Hence my finding on point Nos. (ii) to (iv) are as above.

Points Nos. (v) and (vi):

61. As Smt. Rosina Dias's dismissal is not justified she is entitled to be reinstated.

62. Evidence on record shows that she is without employment since the date of her dismissal. There is no evidence on record to show that she was employed somewhere and that she was making any earning. I am therefore of the view that she should be given all wages and benefits with effect from the date of her dismissal till the date of her reinstatement. She will also be entitled to continuity of service.

63. In view of the above findings, I pass the following order:—

ORDER

(i) It is hereby declared that the dismissal of Smt. Rosina Dias with effect from 6th November, 1969 by Messrs. Chowgule and Company Private Limited, Mormugao Harbour is not justified and that she is entitled to be reinstated with continuity of service and back wages and all benefits from the date of dismissal till the date of her reinstatement to her original post.

(ii) Award is made accordingly.

(iii) Parties to bear their own costs.

(Sd.) N. K. VANI, Presiding Officer,
Central Government Industrial Tribunal No. 2,
Bombay.

ANNEXURE 'A'

Ex-2/W

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2.
AT BOMBAY

REFERENCE No. CGIT-2/8 OF 1970

Employer in relation to M/s Chowgule & Co. Pvt. Ltd., Margaoa Harbour, Goa.
AND

Their Workmen

In the matter of the dismissal of Shrimati Rosina Dias—female worker employed in the Costi Mines of the Company with effect from 6th November 1969.

Statement of Claims of the Worker

May it please the Honourable Tribunal.

1. The Government of India by its Order in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. 8/21/70-LR-IV, dated 22nd September 1970 in pursuance of the powers conferred by Cl. (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947)

has been pleased to make a reference of this dispute for adjudication to this Honourable Tribunal.

2. Messrs Chowgule and Company Private Limited is a Private Limited Company now registered under the Indian Companies Act working for gains in the Iron Ore Industry of Goa territory. The company started mining operation some 25 years ago in Goa. Messrs Chowgule and Company Private Limited is one of the biggest iron ore mining concerns in the Union territory of Goa and has its employment over 2,000 workmen. It has highly mechanised mines in Goa but started mining in a very primitive stage when hundreds of workmen were employed on piece rates and daily rate of wages to develop the mines through physical labour. Today it is a leading mining concern owning a Palatization Plant the first of its kind in Goa territory.

3. Besides the Costi Mine in the Collem hills where the present dispute has arisen the Company owns major mines at Sirigao, Pali, Saljini, Tudo, Neturlem Cauveri Sacorda etcetera. Shrimati Rosani Dias was first employed at the Costi Mines and was asked to bring a group of workers male and female to work under her. She was to supervise the development work on the mine through her gang of workers but she was not paid any commission but kept on a daily rate of payment. She was paid at the rate of a male worker at the rate of Rs. 2/- per day in consideration of the fact that she had to supervise the work of others. A female labourer at that time was paid at the rate of Re 1/- per day. This work was carried out by her to the complete satisfaction of the Management and she was transferred to various mines according to the exigencies of work and has worked at the Cost Mine Doari Mine, Saljini Mine, Tudo Mine, Neturlem Mine, Cauveri Mine, Sacorda Mine and was before her dismissal working at the Costi Mine.

4. The nature of work of Shrimati Rosani Dias was always to get work done from the labourers working under her and she has never physically done the work of a labourer herself. She was paid for her efforts on a daily rate of payment which was always higher than that received by the other labourers working under her in consideration of the supervisory character of her work. Before her dismissal from service her rate of payment was Rs. 4.50 per day which had steadily arisen from the earliest days when her payment per day was only Rs. 2/- per day and had been first raised to Rs. 2.50 per day, Rs. 3.00 per day and with the coming of the Wage Board for Iron Ore Mining Industry to Rs. 4.50 per day. The workers working under her on the daily rate of payment were paid at the rate of Rs. 3.50 or Rs. 4/- per day.

5. Some one year before the Government of India took action to liberate the territory of Goa Daman and Diu all the daily rated workers were issued Attendance Cards which they had to punch at the time machine. She was paid her wages every month and was a fixed labourer in the Company records. She has been working at the Costi Mines from 1955 and was only for short periods of a few months sent to other mines for work with her gang of workers and she was offered transport to take her gang of workers to the other mines. For a continuous period of some 10 to 11 years Shrimati Rosani Dias was assigned work on maintenance of Roads and She had to supervise the workers both male and female working under her. This road maintenance work was carried out throughout the year because of the heavy traffic on the mining roads. The road maintenance work was never slackened even during the monsoon months and was an undertaking that was continuous and daily.

6. Among the workers who were working under Shrimati Rosani Dias on the road maintenance work at the Cost Mine were Shrimati Rukmani Paliengar, Zalu Shirodker, Zone Costi, Sayatri Costi, Anjini Mirabag, Sundari Mirabag, Vovol Mirabag, Shakuntali Mirabag, Mangal Mirabag, Babu Costi, Jalram Palekar, Keseri Shirodker, Inaciano Dias and Barbina Vaz and others.

7. In the course of her long employment with the Company Shrimati Rosani Dias was personally knowing the top management and directors of the Company like Laximanrao Chowgule, Eswantrao Chowgule, V. D. Chowgule (V. D. Sahib) and often these proprietors used to come personally and give directions for the proper maintenance of the road so that the Trucks and Vehicles could run properly. Besides the gang of Road labourers working under Shrimati Rosani Dias there were no other workers employment in the Road Maintenance section. There was also no supervisor appointed to look after the road maintenance and the work of maintenances and its proper work on the road was entrusted entirely to Shrimati Rosani Dias.

8. The Union states that Shrimati Rosani Dias was working for the Company for a continuous period of ten years on the Road maintenance work and that she was entrusted to look after her gang of workers and see that this work was

properly done. That although she was not designated as a Supervisor she for all practical purposes was supervising the road maintenance work at the Costi Mine and attend to this work efficiently.

9. That some time in the month of September 1969 she was suddenly shifted from her regular work and asked to work as an ordinary labourer in the Sampling and Crushing room and was issued by order a Hammer for the purpose of crushing stones. She had politely told her immediate superior the Mine Manager one Mr. Rebello that she was not a labourer in the sense that she did physical work of a labourer and that the crushing of sampling stones was not her work and she had never done this work during the 21 years of service that she had put in in the company.

10. She was however insulted by the Mines Manager and asked to do this work or get out. Shrimati Rosani Dias however maintained that she was not used to this work and that her assigned duties was on the Road where she had worked for the last ten years at the Costi Mine. Her protest however fell on deaf ears and she was forced to do the work.

11. Shrimati Rosani Dias seeing that the management was adamant in their attitude and had wanted to harass her and although the road maintenance work still continued she was shifted away from the road maintenance work and made to work in the sampling and crushing room. That in the process of doing this work she got blisters on her hands and that she showed these blisters to the Mines Manager who however was adamant and asked her to get out of the office and resign her job if she could not do this work. That she fell ill out of frustration and a Medical Certificate through Dr. Armande of Navelim-Company Doctor was presented to the Office. She was absent from duty for some 12 days on grounds of illness.

12. Shrimati Rosani Dias was given a Show Cause Notice dated 4th September, 1969 for alleged 'absconding from the work place' i.e. the Sampling room. She had replied in writing to this show cause notice to say that she was always working on the Road maintenance and was working in the capacity of a overseer or 'mulkadami' to see that the work was properly done and that she had never been assigned actual physical work of a labourer. Her explanation was not accepted and the next day i.e. 5th September, 1969 she was issued chargesheet for: (1) Disobedience of orders (2) Insubordination and breach of discipline (3) Idling during working hours, absenting from work place without prior permission, and was warned that she was liable for severe disciplinary action.

13. Shrimati Rosani Dias however maintained that she was appointed for the road maintenance work and that she did not know the work in the sampling section of the company and the work with the crushing hammer had produced blisters on her hand. On this the Mines Manager stopped all the work on the Road Maintenance section and sent all the labourers doing road repair home. She was then told that as the repair work was discontinued she will have to work in the sampling section which she did to the best of her ability under protest. After about five days the Road repair work was once again started but Shrimati Rosani Dias was not sent to her original place of work but was issued a letter dated 25th/29th September, 1969 which once again enumerated the points in the Chargesheet and said:

"You have been working at the Costi Mines as a labourer since 1961. It has been reported that recently you were given the work on repairs and maintenance of roads. As the work of road was over, you were attend to this saying that you will work only on roads. You thus in the afternoon session of 3rd September, 1969. You refused to attend to this saying that you will work only on roads. You thus remained idle for 1 day on 3rd September, 1969. On 4th September, 1969 you were again asked to start work in the crushing plate which you again refused saying that you will work only on road and that you are not a labourer, but a road mukadam. Shri B. M. Power, Office Assistant told you immediately then that you have been a labourer all along and a decision to promote you as a mukadam has not been taken by the Management and that you have to continue working as a labourer in the crushing plate as the work of roads is now over. To this you again refused. You were then told that such refusal on your part constitutes serious misconduct and the matter will have to be reported to the Head Office and strict disciplinary action taken. To this you replied 'I don't care. I will work only as a Mukadam and that too on roads only.'

"It is further reported that you have since then continued to refuse to work and have remained idle till 24th September, 1969."

This letter further enumerated the charges as stated in the Charge-sheet and said that a formal enquiry in the matter will be conducted by Shri B. D. Dessal in Costi Mines Office.

14. After this letter dated 29th September, 1969 Shrimati Rosani Dias received another letter dated 1st October, 1969 asking her to appear for an enquiry into the charges made against her at 1-30 P.M. on 4th October, 1969 Shrimati Rosani Dias had attended the Enquiry as conducted by Shri B. D. Dessal at the Costi Mine Office. No complainant was examined at the Enquiry. Statements of some workers were recorded from the sampling section and Shrimati Rosani Dias was not asked to cross-question these witnesses produced by the Company. No Statement from Shrimati Rosani Dias was recorded and the charges as levelled against her were not read out to her and her explanation recorded. The enquiry was thus only a formal affair and the enquiry was over within fifteen minutes. Shrimati Rosani Dias did not admit the charges at the enquiry.

15. Hereafter on the 7th/13th October Shrimati Rosani Dias was given another letter. This letter says that "during the enquiry the departmental witnesses Messrs Pawar and Rao have clearly stated to the Enquiry Officer that you refused to work in the Crushing Plate as instructed and have continued to refuse to work and have kept yourself idle while on scheduled duty with effect from 3rd September, 1969 onwards till 23rd September, 1969" However these so called witnesses were not examined in the presence of Shrimati Rosani Dias and although they were present in the Enquiry Officers room no statements from these gentlemen were recorded.

16. The Union states that the Enquiry was one sided and that the findings of the enquiry Officer as stated to have been made in the letter addressed to Shrimati Rosani Dias dated 7th/13th October, 1969 were perverted and based on statements made by witnesses who were not at all examined at the departmental enquiry. That to that extent the enquiry is vitiated and bad in law and in violation of the company standing orders.

17. It is also the contention of Shrimati Rosani Dias that she was not an ordinary labourer doing ordinary manual work but by tradition and convention had always worked as a overseer over other labourers for which she was paid wages more and above than the ordinary labourers received. That she had never in the past worked physically as a labourer and therefore the contention of the Director in his letter dated 7th/13th October, 1969 which says "you are aware that you have been recruited as a labourer and no change in your status or position was ever effected and/or intimated to you" is a fiction because the nature of the work and not the designation will decide the category of work. It is further wrongly stated in the letter that 'Mrs. Jani Costi' was produced as a witness on behalf of Shrimati Rosani Dias because she had not produced a single witness at the Enquiry.

18. The Union hence states that the findings and decision of the Director proposing to dismiss the worker Shrimati Rosani Dias is based on an enquiry that is perverted and one sided and which has not given the full facts of the circumstances on which she had refused to work in the sampling crushing department. That the Director was misled by not reporting correctly on the nature of the work assigned to Shrimati Rosani Dias who has simply been termed to be that of a labourer when she had never done, in the past, the simple work of a labourer and that therefore the conclusions as reached by the Director proposing to dismiss this worker are not based on facts and should be set aside. (Copy of the letter dated 7th/13th September, 1969 enclosed and marked as Annexure A).

19. Shrimati Rosani Dias who was ill had not been placed under suspension during the period of her enquiry or even subsequent to the enquiry. She was ill as reported for a period of 12 days against medical attestation. She was asked to meet the Director at Marmagao Harbour and when she called at the Head Office she was not allowed to see the Director and on the contrary was interviewed by one Mr. Kadam the Personnel Officer who brought to her attention that her son Rocky Dias was involved in a theft case and because of this it has been decided to dismiss her from service. She said that she had nothing to do with any misconduct that Shri Rocky Dias may be involved in. He further told her that she could not see the Director and informed her to give in writing that she had erred on which the Director would put her in service on the Road. She however protested that she could not seek pardon because she had not committed any offence for which a dismissal is being imposed against her. She requested

that she be allowed to meet the Director personally as she knew the Director. She was however not allowed to meet the Director and although the Letter dated 7th/13th October, 1969 had said "I therefore call upon you to explain within 4 days from the date of receipt of this letter either personally or in writing to me why the proposed punishment should not be imposed against you" In actual practice it was made impossible for her to meet the Director. She was told by the personnel Officer Mr. Kadam that she could not meet the Director that she should seek pardon on which the Director would reinstate her on her former job on the Road maintenance section. She was asked to meet the officials on the Costi Mine and send such a letter immediately and he would see that she is put back on her work.

20. On going back from the Head Office to the Costi Mine she reported what had taken place at the Head Office and that she was not allowed to meet the Director and reported what the Personnel Officer had said. She was here told that a letter will be written by Mr. Suresh the Clerk and on the instance of Mr. Pawar the Senior Clerk a letter in Marathi was written on which her thumb impression was taken. This letter is the one reported by the Company in their Written statement in which it is stated that the worker has admitted her guilt. She had sought reinstatement and had not agreed to any guilt for alleged misconduct. She was also asked to write this letter on the false pretence that she would be put back on the road repair maintenance work.

21. After this she received her dismissal letter dated 30th October, 1969, 6th November, 1969 which said "further to this office memo to you dated 13th October, 1969 calling upon you to explain why the punishment of dismissal from service without notice or compensation in lieu should not be imposed upon you and to your written submission thereto dated 28th October, 1969, you are hereby informed that you have again admitted in the said submission that the misconduct has been committed by you. "Further you have begged for pardon." "It is therefore, directed with regret, that you should be dismissed from service as proposed."

22. This Honourable Tribunal is asked to decide "whether the Management of Messrs Chowgule and Company Private Limited, Marmagao Harbour Vasco da Gama is justified in their action dismissing Shrimati Rosani Dias ex-female labour employed at the Costi Mines with effect from 6th November, 1969? If not, to what relief is the workman entitled?"

23. It is respectfully submitted that the action of dismissal imposed against Shrimati Rosani Dias is unjustified and not called for in consideration of the fact that the order asking her to work as a labourer in the Sampling Crushing section transferring her services from the Road repairing section was an unreasonable order. Her mere refusal to work in the sampling section where the nature of work was different and completely new does not amount to refusal of work and disobedience of orders and insubordination and breach of discipline". "When a workman who is not accustomed to a particular kind of new work given to him refuses to do that work out of fear of doing the work wrongly or inefficiently and not out of a desire wilfully to disobey the orders issued to him by his superior, his conduct does not amount to wilful disobedience and his dismissal is not justified" (vide Burn and Co. Ltd., Vs. Their Workmen— 1959—LLJ-1-450).

24. In the instance case Shrimati Rosani Dias has a good service in the company of over 21 years. She has almost passed a lifetime in the Company service. She was doing road maintenance work with a gang of labourers and she was solely obliged to look after this work in the capacity of a overseer or supervisor or mukadam although her designation in the company books may have been one of labourer. She was however from the nature of her work not a labourer in the strict sense of this term. She was given an Order to do crushing work in the Sampling Section which she had never done before and which she pointed out to her superiors. She refused to do this work in protested against the unreasonableness of the order and not because she did not want to carry out the company work. The Road maintenance work is a permanent work and it has been evident that the Road work had never been stopped when the order was passed transferring her to the Sampling section. There seems to be some other reason to dismiss her from service and the local Mines Manager from his attitude seemed to have been bent on harrassing this worker and they making out a chargesheet of wilful disobedience of superior orders.

25. It is submitted that the dismissal has not been proceeded by a fair and impartial enquiry and the findings of the Enquiry Officer of the basis of his one-sided enquiry and without giving an opportunity to the chargesheeted worker to hear the complaints against her amounts to be unfair enquiry which is vitiated

and biased. That the service record of this worker establishes that the nature of work entrusted to her amount to be that of a mukadam or overseer which she has maintained throughout in her replies to the chargesheet and her subsequent statements as quoted by the management. She has been consistent and convinced that she was not an ordinary labourer and the Management after this worker has worked in the capacity of a overseer could not assign her the work of an ordinary labourer and she would be justified in refusing to do this work. Instead of this the workman has not refused to do the work and worked actually with blisters on her hand and until she fell ill.

26. That the dismissal of this worker is unjustified and uncalled for, for the reasons as already stated above and should be set aside. That the Company management has misled the Directors into taking this action against this old worker who has had a long and unblemished service in the Company and the full facts of the nature of work being done by this female labourer has not been put before the Directors and neither is the report of the Enquiry Officer submitted after holding a fair and impartial enquiry. The dismissal is therefore unjust, unfair and in violation of the principles of natural justice, the enquiry conducted on the basis of the chargesheet is vitiated and the finding perverted and not based on facts. The worker is not guilty of any breach of discipline of wilful disobedience of reasonable orders because the orders themselves are vicious and illegal considering the nature of the work that Shrimati Rosani Dias was doing in the company for a continuous period of ten years.

27. The contentions of the Management in the Written Statement submitted by the Company are denied as untrue and a travesty of the truth. That Shrimati Rosani Dias has always maintained that she was not an ordinary labourer as the nature of her work will establish. That she had never refused the reasonable orders of her superiors and that if at all she was made to write to the Directors asking for pardon as stated by the Company this also was extracted from her on false pretences and with a purpose of trying to prove something that was never established in the enquiry. That the Management made it impossible for the worker to place her case before the Directors so that she would personally dispel all doubts that the one-sided enquiry was trying to make out against her. That the whole paraphernalia of chargesheet, enquiry and subsequent letters is only an empty show put up on behalf of the Company management to dismiss this female worker because of the prejudice or enmity shown by one of the Mines Managers who did not desist from insulting this female labourers. That the whole action to transfer her from her normal duties to the unusual work of crushing stones was preplanned and plotted against her with a view to getting rid of her services. That the intention was *mala fide* when the transfer order was given and not because of the exigencies of work as the road maintenance and repair work is a permanent work on all mines and cannot be slackened at any period of the year.

28. That Shrimati Rosani Dias has been put to great hardship and is greatly aggrieved by the order of dismissal imposed against her after 21 years of service that she being a married woman coming from a poor family with four growing children has been deprived of her livelihood. She therefore claims reinstatement with full back wages and other benefits and craves that the dismissal against her be set aside and she be allowed to continue in the work that she has always done in the Company of the repair and maintenance of roads on the mines which she has look after for the last ten years without there being any note against her.

For and on behalf of Shrimati Rosani Dias.

(Sd.) GEORGE VAZ,
General Secretary.

Dated this 17th day of February 1971.

Verification

I, George Vaz, do hereby state under solemn affirmation that the statements as recorded above are true to the best of my knowledge, belief and information.

(Sd.) GEORGE VAZ.

Assonora; 17th February, 1971.

Goa Mining Labour Welfare Union

Assonora, Bardes, Goa.

ANNEXURE "A"

CHOWGULE & COMPANY PRIVATE LIMITED

Head Office
Mrs. Rosani Dias
Labourers,
Costi Mine.

Date: 7th/13th October, 1969.

I have carefully considered:

- (1) The chargesheet against you dated 29th September, 1969.
- (2) The record of the proceedings of the departmental enquiry held on 4th October, 1969, and
- (3) The Enquiry Officer's report of findings dated 6th October, 1969.

During the enquiry the departmental witnesses Messrs Pawar and Rao have clearly stated to the Enquiry Officer that you refused to work in the Crushing Plate as instructed and have continued to refuse to work and have kept yourself idle while on scheduled duty with effect from 3rd September 1969 onwards till 23rd September 1969. It was a repeated and a deliberate refusal on your part in the sense that you refused to work a number of times and continued to refuse even though you were made aware about its serious consequences. The testimony of the departmental witnesses remained unchallenged on records of the enquiry by you even though sufficient opportunity of cross-examination was offered to you. On the other hand your own witness Mrs. Janem Costi stated that you did not work in the Crushing plate, saying that you will not do anything except "road repair-supervision work".

You are aware that you have been recruited as a labourer and no change in your status or position was ever effected and or intimated to you. As a labourer you had to attend to whatever manual work that had been entrusted to you and it is definitely unusual to note that you refused to work as a labourer even after noticing that the other female labourers who had been your co-workers held you guilty of the charges levelled against you, viz:

- (i) wilful disregard or disobedience of orders;
- (ii) wilfully idling during working hours; and
- (iii) causing thereby loss or damage to the property of the company and I agree with his findings.

The misconduct committed by you is very serious and in the interest of maintaining strict discipline at the work-place. It is proposed that you should be dismissed from service without notice or compensation in lieu but before doing so, I would hereby call upon you to explain within 4 days from the date of receipt by you of this letter either personally or in writing to me why the proposed punishment should not be imposed upon you. If you fail to so explain within the stipulated time, it will be presumed that you have nothing to say and in this respect the orders will be finalised accordingly.

(Sd.) Y. D. CHOWGULE,
Director,

ANNEXURE 'B'

Ex-1/E

Telephone: 203, 215, 229,
Telegram: 'Chowguleco'
Mormugao

CHOWGULE & Co. PRIVATE LTD.

Directors: V. D. Chowgule, L.D. Chowgule, Y. D. Chowgule, Registered Office;
Mormugao Harbour

Goa-India

By Registered Post A.D.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT NO. 2.

REFERENCE No. CGIT-2/8 OF 1970/7016/70

Employers in relation to M/s. Chowgule & Co. Pvt. Ltd., Mormugao Harbour (Goa).

AND

Their Workmen (Mrs. Rosina Dias)

Written Statement of Messrs Chowgule and Co. Pvt. Ltd.

1. Mrs. Rosina Dias, the workman concerned joined Chowgule & Co. Ltd. (since changed to Chowgule & Co. Pvt. Ltd.) as a female labourer on 9th August 1961 at their Costl Mines. The nature of her duties was to work as a labourer at any place indicated by the Company.

2. Prior to 3rd September 1969 the said Mrs. Rosina Dias was allotted the work of a labourer on repairs and maintenance of roads. As the work of the road was over, she was asked to work in the crushing plate for crushing the iron ore lumps on the afternoon of 3rd September, 1969. However, she refused to attend to the work in the crushing plate stating that she would work only on roads. She thus remained idle for half day on 3rd September, 1969.

3. On 4th September, 1969 she was again asked to start work in the crushing plate which she again refused stating that she will work only on the roads and stating further that she was not a labourer but a road mucadam. She was told by Shri B. M. Pawar, Office Assistant, that she had always been a labourer and that she had not been promoted as a Mucadam by the Management at any time. She was further told that she will have to work as a labourer in the crushing plate as the work on the roads was over. She again refused to work on the crushing plate. She was told that such refusal on her part constitutes serious mis-conduct and that the matter will have to be reported to the Head Office for necessary disciplinary action. To this she replied "I don't care, I will work only as a Mucadam and that too on roads."

4. The said Mrs. Rosina Dias thus continued her refusal either to work or work whole heartedly till 24th September 1969. On 25th/29th September 1969 she was chargesheeted and charged with:

- (i) wilful and/or habitual disregard or disobedience of orders;
- (ii) wilful insubordination and breaches of discipline;
- (iii) wilfully idling during working hours; and
- (iv) causing thereby loss to the Company.

By the aforesaid chargesheet Shri B. D. Desai was appointed as the Enquiry Officer. The said Enquiry Officer held an enquiry on 4th October, 1969 after serving a notice of the same on the said Mrs. Rosina Dias who appeared at the enquiry and was given opportunity to present her case as well as to cross-examine all the witnesses who deposed against her.

5. The Enquiry Officer by his report dated 6th October, 1969 recommended that the said Mrs. Rosina Dias should be charged with:

- (i) wilful disobedience;
- (ii) wilful idling during working hours;
- (iii) negligent and careless in her duties; and
- (iv) causing thereby loss to the Company.

The Director of the Company carefully considered the records of the enquiry proceedings and the enquiry officer's report and agreed with the enquiry Officer's findings. By his letter dated 13th October, 1969 the Director called upon Mrs. Rosina Dias to show cause why the punishment of dismissal from service should not be imposed upon her. In reply to the show cause notice, the said Mrs. Rosina Dias by her letter dated 28th October, 1969 admitted her mis-behaviour and asked for pardon. By his order dated 6th November, 1969 the Director of the Company dismissed her from service with effect from the date of the receipt by her of that order.

6. The Company submits that the said Mrs. Rosina Dias was dismissed from service after the charges mentioned above were proved against her at a departmental enquiry where she was given complete opportunity to cross-examine the witnesses who deposed against her as well as to place her own case. The evidence at the enquiry clearly proved the charges against Mrs. Rosina Dias. This was further strengthened by her own admission contained in her reply dated 28th October, 1969 to the show cause notice.

7. In the circumstances, the Company submits that the Company is justified in dismissing the said employee from service with effect from 6th November, 1969.

8. The notice to file the written statement was served upon the Company on 14th October, 1970 but the Company awaited the written statement of the workman for filing their rejoinder. Failing to receive such statement from her, the Company begs leave to submit their written statement. The delay may please be excused. A copy of this statement is being sent by registered post to Mrs. Rosina Dias as directed by the Tribunal.

For M/s. Chowgule & Co. Pvt. Ltd.

Sd/-

Mormugao,

Senior Manager.

dated: 7th November, 1970.

Administrative Department.

The Company will rely on the following documents:

- (1) The Chargesheet dated 25th/29th September 1969.
- (2) The Record of the Enquiry proceedings dt. 4th Oct. '69.
- (3) The Enquiry Officer's report of findings dated 6th October '69.
- (4) Papers relating to the dismissal.

ANNEXURE 'C'

EX-3/E

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
COURT NO. 2.

REF. No. CGIT-2/8 OF 1970.

Messrs Chowgule & Co. Pvt., Ltd., Marmugao Harbour, Goa.

Versus

Smt. Rosina Dias, Ex-Female Labourer.

Additional Written Statement of Messrs Chowgule and Company Private Limited..

The Statement of claim filed on behalf of Smt. Rosina Dias by the Goa Mining Labour Welfare Union has been received by M/s. Chowgule & Co. Pvt. Ltd., and the Company begs to file its rejoinder to the same, as under:

1. The contents of paras 1 and 2 are substantially correct.

2. With reference to para 3, it is denied that Smt. Rosina Dias was asked to bring a group of workers male and female to work under her at Costi Mines. It is denied that she had done any supervisory work at any time or that she was paid the wages of a male worker in consideration of the alleged supervisory work. It is not true that she was paid at the rate of Rs. 2.00 per day as against Rs. 1 per day paid to other female workers. Smt. Rosina Dias was paid daily wages according to the work done by her and taking into consideration her seniority. The other workers also were paid daily wages on the same basis. The Company will rely on the pay-sheets for the year 1968 and 1969, in support of the above statement.

3. With reference to paras. 4 and 5, it is denied that Smt. Rosina Dias used to get work done through labourers and that she was never doing physical work herself or that she was paid a higher rate than the one received by other labourers. It is admitted that she was paid at the rate of Rs. 4-50 per day when she was dismissed. The Company however states that with the implementation of the Wage Board Award all workers paid at the rate of Rs. 4-50 per day. It is denied that Smt. Rosani Dias was working at Costi Mines from 1965 and that she was sent to other mines along with her alleged gang of workers, or that she was offered transport to take her gang of workers to other mines. It is denied that she was controlling any gang of workers as falsely alleged. It is further denied that she was continuously on road maintenance work. Smt. Rosina Dias, like any other labourer, was doing all types of work including preparation of mud balls for explosives, sample crushing as also cleaning of office and other premises. It is not true that one year before the liberation all the daily rated workers were issued attendance cards which they had to punch at the time machine. It is however true that Smt. Dias was for some time put on road maintenance work. But it is false that she was a supervisor either by designation or by the nature of the work done by her. It is denied that the road maintenance work was continuous as falsely alleged.

4. With reference to para 6, it is admitted that the workers referred to therein were working with Smt. Dias but it is denied that they were working under her.

5. With reference to para 7, the allegations made in regard to Smt. Dias being personally known to the top management are totally irrelevant and the Company is advised not to plead thereto. There has never been a road supervisor nor is there any to this date. As the quantum and magnitude of the work is small, the necessity to appoint a supervisor was never felt by the management.

6. With reference to para 8, it is denied that Smt. Dias was working for a continuous period of 10 years on road maintenance work. According to the records available, she has been working for the Company for the 8 years and has never worked continuously on any single type of work, road maintenance work being only one of the types of work entrusted to her. It is denied that she was for all practical purposes supervising the road maintenance work.

7. With reference to para 9, it is true that in September, 1969, she was asked to do the work of a labourer in the sample crushing room but it is denied that she was suddenly shifted from her alleged regular work to that of an ordinary worker. It is true that she refused to work from 3rd September, 1969, to 24th September, 1969, that being the cause of the enquiry which led to her dismissal.

8. With reference to para 10, it is denied that Smt. Dias was insulted by the Mines Manager in the manner alleged or in any other manner.

9. With reference to para 11, it is denied that she got blisters on her hands or that she was asked to work or resign or that she fell ill owing to frustration or any other cause. It is denied that she was ill during the period of her refusal to work.

10. With reference to paras 12 and 13, the Company states that the Enquiry and the dismissal of Smt. Rosina Dias is strictly in conformity with the certified Standing Orders. It is denied that Smt. Dias was paid for road maintenance work only. She was appointed as a labourer to do all sorts of jobs that a labourer would do. It is further denied that the road maintenance work was stopped only to shift her from one type of work to another as falsely alleged. As the road maintenance work was over, she was asked to do work in the sampling room which she refused to do.

11. With reference to paras 14 and 15, the Company states that the enquiry conducted by Shri B. D. Desai was in accordance with the provisions of law and that Smt. Dias was given ample opportunity to cross-examine the witnesses as well as to produce her own evidence. The Company will rely on the report of the Enquiry Officer and other related papers in support of the above statement.

12. With reference to para 16, it is denied that the enquiry was one sided or that the findings of the Enquiry Officer were perverse for the reasons stated or for any other reasons.

13. With reference to para 17, the Company denies that Smt. Dias was a supervisor either by designation or by the nature of the work done by her. The allegation that Smt. Jani Costi was not produced as her witness is totally false as amply proved by the record.

14. With reference to para 18, the Company denies that the decision of the Director to dismiss Smt. Rosina Dias is based on an enquiry which is perverse and one sided. It is further denied that the Director was misled in any manner or that the conclusions reached by the Director to dismiss Smt. Dias ought to be set aside for the reason stated or for any other reason.

15. With reference to para 19, the Company admits that Smt. Dias was not suspended during the period of the enquiry. The allegations made against Mr. Kadam, the Personnel Officer of the Company, are totally false and are hereby denied. According to the show-cause notice dated 13th October, 1969, proposing punishment, it was entirely the discretion of Smt. Dias either to see the Director personally and give her explanation or to send him her explanation in writing. She chose the latter course and sent her written explanation admitting the misconduct and begging for pardon.

16. With reference to para 20, it is denied that Smt. Dias was induced to fix her thumb impression on a letter written by Mr. Suresh at the instance of Mr. Powar as falsely alleged. It is true that Mr. Suresh wrote the letter but that

was at the instance of and in accordance with the instruction of Smt. Dias herself.

17. With reference to para 21, the contents thereof are admitted as substantially correct.

18. With reference to para 23, the Company states that the order asking Smt. Dias to work as a labourer in the sampling or crushing section was lawful and not unreasonable. The nature of the work was purely manual and did not involve any skill. Flagrant and repeated refusals to obey the orders in contravention of the Standing Orders amounted to a very serious misconduct for which the appropriate punishment is one of dismissal without notice. The case law cited by the Union is not relevant to the facts of this case.

19. With reference to para 24, the Company states that according to their record Smt. Dias had only about 8 years service. She had been engaged as manual labourer throughout and never raised to the status of a supervisor and she had been doing all sorts of odd jobs like preparation of mud balls for explosives, sample crushing work, cleaning of office premises, etc., and the order of the Mines Manager directing her to work in the Sample Room as road repair work was over, was absolutely reasonable and lawful. It is denied that the road maintenance work was of a permanent nature. It is further denied that she was dismissed for some ulterior motive or in order to harass her as falsely alleged.

20. With reference to para 25, the Company states that the action of dismissal is based entirely on the proceedings of the enquiry and the findings of the Enquiry Officer and the Company reiterates that Smt. Dias was not in any way justified in refusing to obey the orders. The enquiry was impartial and proper and was conducted by an independent and impartial officer. The action of dismissal is fully justified as the misconduct was very serious.

21. With reference to para 26, it is denied that the Director have been misled by the Management into taking the action against Smt. Dias or that the full facts of the nature of the work done by her were not placed before the Director or that the report of the Enquiry Officer was not submitted after holding a fair and impartial enquiry.

22. With reference to para 27, it is denied that the enquiry is a sham one as falsely sought to be made out. It is further denied that the Mines Manager or any other officer of the Company bore any prejudice or enmity against Smt. Dias. It is denied that there was any pre-planning or plotting against her with a view to getting rid of her as alleged. It is further denied that an admission was extracted from her on false pretences and with a purpose of proving something which was not established at the enquiry.

23. With reference to para 28, the Companies denies that Smt. Dias has been put to any hardships or that she has been deprived of her livelihood as falsely alleged. The Company states that she is running her own business of selling liquor in which she is making sizeable profits. The claim of Smt. Dias for reinstatement with full back wages and other benefits is not sustainable in law and the Company therefore prays that the same be dismissed.

24. The Company denies all the statements and allegations contrary to what is stated herein and in the written statement dated 7th November, 1970, as if the same were specifically set out and traversed.

A copy of this rejoinder has been supplied to the Union.

(Sd.)

Advocate for Employer

Mormugao;

Dated: 12th March, 1971.

For M/s. Chowgule & Co. Pvt. Ltd.

(Sd.)

Senior Manager,
Administrative Department.

cc: The General Secretary, Goa Mining Labour Welfare Union, Assonora, Bardez, Goa.

New Delhi, the 24th July 1971

S.O. 2886.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Kothagudem, Hyderabad, and their workmen, which was received by the Central Government on the 19th July, 1971.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD.

PRESENT:

Sri T. Chandrasekhara Reddy, B.A., B.L., Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

MISCELLANEOUS PETITION No. 67 OF 1971 IN INDUSTRIAL DISPUTE
No. 30 OF 1970

BETWEEN

Sri V. V. K. David, Workman, Singareni Collieries Company Limited, Kothagudem.

AND

The Management of Singareni Collieries Company Limited, Kothagudem.
APPEARANCES:

Sri K. G. Kannabiran, Advocate—for Workman.

AWARD

Mr. Kannabhiran, Advocate for the petitioner has endorsed that subsequent to the filing of this petition, the petitioner has been transferred back to the original place and that therefore this petition is not pressed.

In view of the above endorsement made by Sri Kannabhiran, this petition is dismissed as not proved. Nil Award is passed.

Given under my hand and the seal of the Tribunal this the 6th day of July, 1971.

(Sd.) T. CHANDRASEKHARA REDDY,
Industrial Tribunal.
[No. 7/21/67 LR.II.]

ORDERS

New Delhi, the 29th May 1971

S.O. 2887.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of The East Nimcha Colliery of the East Lalldih Colliery Company Private Limited, Post Office Jaykanagar, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of The East Nimcha colliery of The East Lalldih Colliery Company Private Limited, Post Office Jaykanagar, District Burdwan in dismissing Shri Samin'ran Harijan, Loader with effect from the 4th February, 1971 is justified? If not to what relief is the workman entitled?"

[No. L-1912/61/71-LR.II.]

(श्रम और रोजगार विभाग) -

आदेश

नई दिल्ली, 29 मई, 1971

का० प्र० 2887.—यतः केन्द्रीय सरकार की राय है कि इसके उपाय्य अनुसूची में विनिर्दिष्ट विषयों के बारे में दि ईस्ट लकडोह कोलियरी कम्पनी प्राइवेट लिमिटेड, डाकघर जेकेनगर, जिला बर्दवान की ईस्ट निम्बा कोलियरी के प्रबन्ध मंडल से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, श्रम, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अन्तर्गत गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्याय निर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या दि ईस्ट लकडोह कोलियरी कम्पनी प्राइवेट लिमिटेड, डाकघर जेकेनगर, जिला बर्दवान की ईस्ट निम्बा कोलियरी के प्रबन्ध मंडल की श्री सनीरन हरिजन, लोडर की 4 फरवरी, 1971 से पदच्युत करने की कार्रवाई न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?”

[स० एन-1912/61/71-एम० आर०-2]

S.O. 2838.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Victoria Colliery of Messrs. New Birbhoom Coal Company Limited, Post Office, Kult, District Burdwan and their workman in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

“Whether the action of the management of Victoria Colliery of Messrs New Birbhoom Coal Company Limited, Post Office Kult, District Burdwan in refusing employment to Shri Ram Khelawan Dusad, Miner/Loader with effect from the 8th December, 1970 is justified? If not, to what relief is the workman entitled?”

[No. L-1912(36)/71-LR.II.1]

का० प्र० 2888.—यतः केन्द्रीय सरकार की राय है कि इससे उपाय्य अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स न्यू बोरभूम कोल कम्पनी लिमिटेड, डाकघर कुलटी, जिला बर्दवान की विक्टोरिया कोलियरी के प्रबन्ध से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को न्याय-निर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, श्रम, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद

को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मैसर्स न्यू बीरभम कोल कम्पनी लिमिटेड, डाकघर कुलटी, जिला बर्दवान की विक्टोरिया कोलियरी के प्रबन्ध मंडल की श्री राम खेलावन, दुसाब खनिज/लोडर को 8 दिसम्बर, 1970 से नियोजित करने से इनकार करने की कार्यवाही न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?”

[सं० एल०—1912/36/71-एल० आर०-2]

S.O. 2889.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of East Kajora Colliery of Messrs Swadeshi Mining and Manufacturing Company Limited, Post Office Andal, District Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

“Whether the action of the management of East Kajora Colliery of Messrs Swadeshi Mining and Manufacturing Company Limited, Post Office Andal, District Burdwan in refusing employment to Shri Singasan Gowala, Loader with effect from the 14th February, 1970 to the 15th March, 1970 is justified? If not, to what relief is the workman entitled?”

[No. L-1912/42/71-LRII]

का० प्रा० 2889.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स स्वदेशी माइनिंग एण्ड मेन्यूफैक्चरिंग कम्पनी लिमिटेड, डाकघर अंडाल, जिला बर्दवान की ईस्ट कजोरा कोलियरी के प्रबन्ध से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित औद्योगिक अधिकरण कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मैसर्स स्वदेशी माइनिंग एण्ड मेन्यूफैक्चरिंग कम्पनी लिमिटेड, डाकघर अंडाल, जिला बर्दवान की ईस्ट कजोरा कोलियरी के प्रबन्ध मंडल की श्री सिगासन गोवाला, लोडर को 14 फरवरी, 1970 से 15 मार्च, 1970 तक नियोजित करने से इनकार करने की कार्यवाही न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?”

[सं० एल०—1912/42/71-एल० आर०-2]

S.O. 2890.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bankola Colliery of Messrs Burrakar Coal Company, Post Office Ukhra, District Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

“Whether, in view of the nature of duties performed by Shri Ramasray, the action of the management of Bankola Colliery of Messrs Burrakar Coal Company, Post Office Ukhra, District Burdwan in designating him as Shale Picker is justified? If not, to what relief is the workman entitled and from what date?”

[No. L-1912/57/71-LRIL.]

कां० २८९०.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में निर्दिष्ट विषयों के बारे में मैसर्स बुराकर कोल कम्पनी, डाकघर उखरा, जिला बर्दवान की बंकोला कोलियरी के प्रबन्ध से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १० की उपधारा (१) के ख ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा ७-कके अधीन गठित औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या, श्री रामराश्रय द्वारा किए गए कार्यों के स्वरूप को देखते हुए, मैसर्स बुराकर कोल कम्पनी, डाकघर उखरा, जिला बर्दवान की बंकोला कोलियरी के प्रबन्ध मंडल की उसे शैल पिघकर के रूप में पदनाम देने की कार्यवाही न्यायोचित है ? यदि नहीं, तो कर्मकार किस अनुतोष और किस तारीख से हकदार है ?”

[सं० एल० १९१२/५७/७१-एल० आर०-२]

S.O. 2891.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Sripur Seam Incline Colliery of Messrs Lodna Colliery Company (1920) Limited, Post Office Kalipahar, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

“Whether the management of Sripur Seam Incline Colliery of Messrs Lodna Colliery Company (1920) Limited, Post Office Kalipahar, District Burdwan, was justified in not placing Sarvashri Jaikswar Shaick, Brijbilash Misra, Khanu Dhangar, Narode Kore and Sultan Mia, Coal

Cutting Machine Driers, in Category VI with retrospective effect from the 15th August, 1967, in terms of the recommendations of the Central Wage Board for the Coal Mining Industry? If not, to what relief are the workmen entitled?"

[No. 6/36/70-LR.II.]

का० आ० 2891:—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैतर्स लोदना कोलियरी कम्पनी (1920) लिमिटेड, डाकघर कालीपाड़ी, जिला बर्दवान को ओपुर सोम इन्क्लाइन कोलियरी के प्रबन्ध से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;—

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 को उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या मैतर्स लोदना कोलियरी कम्पनी (1920) लिमिटेड, डाकघर कालीपाड़ी, जिला बर्दवान को ओपुर सोम इन्क्लाइन कोलियरी के प्रबन्ध मंडल का सवश्री जैक्सवार शौक, बृजबिलाश मिश्र, खानुवनगार, नरीदे कोरा और सुल्तान मिश्रा, कोल कटिंग मशीन ड्राइवर्स को कोयला खान उद्योग के, केन्द्रीय मजदूरी बोर्ड की सिफारिशों के अनुसार भूतलक्षी प्रभाव से 15 अगस्त, 1967 से प्रवर्ग 6 में न रखना न्यायोचित था यदि नहीं, तो कर्मकार किस अनुतोष के हकदार हैं ?”

[सं० 6/36/70-एल० आर०-2]

S.O. 2892.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bankola Colliery, Post Office Ukhra, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

“Whether the action of the management of Bankola Colliery, Post Office Ukhra, District Burdwan in placing Sarvashri Raj Narayan Singh, Bonshi Modi, Abdul Rahman, Bisu Singh, Gorakh Jadab and Saban Choudhury, Drilling Mazdoors, in category I as per Wage Board recommendations is justified? If not, to what relief are the workmen entitled and from what date?”

[No. L-1912/53/71-LR.II.]

का० आ० 2892:—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में कोलियरी, बंकोला डाकघर उड्डरा, जिला बर्दवान, के प्रबन्धक से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्याय निर्णयन के लिए निर्देशित करना वांछनीय है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्-द्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णय के लिए निर्देशित करती है।

अनुसूची

“क्या बंकोला कोलियरी, डाकघर उखरा, जिला बर्दवान के प्रबन्ध मंडल की सर्वश्री राज नारायण सिंह, बोशी मोदी, अब्दुल रहमान बिस्मू सिंह, गोरख जादव और सबन चौधरी, डिलिंग मजदूरों को मजदूरी बोर्ड की सिफारिशों के अनुसार प्रवर्ग-1 में रखने की कार्रवाई न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष के और किस तारीख से हकदार है?”

[सं० एल०-1912/53/71-एल० आर०-2]

S.O. 2893.—Whereas the industrial dispute specified in the Schedule hereto annexed is pending before the Presiding Officer, Central Government Industrial Tribunal, Jabalpur;

And, whereas the Central Government consider it desirable in order to avoid inconvenience to the parties, to transfer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Gopal Narain Sharma as the Presiding Officer, with headquarters at Jaipur, withdraws the proceedings in relation to the said dispute from Central Government Industrial Tribunal, Jabalpur and transfers the same to the said Industrial Tribunal, Jaipur for the disposal of the said proceedings with the direction that the said Tribunal shall proceed with the proceedings from the stage at which it is transferred to it and dispose of the same according to law.

SCHEDULE

Sl. No.	Parties to the dispute	Reference No. and date of industrial dispute.	S. O. No. and years of publication.
1.	Management of Rajasthan Atomic power Project, Kota and their workmen represented by Rajasthan Anushakti Paryojna Karamchari Sangh, Rawatbhata, Kota.	No. 10/30/70 LRIV tec 16th Nov, 70.	3760 of 1970 (Gazette of India Extraordinary dated the 16th November, 1970)

(No. 10/30/70-LRIV)
(R. Kunjithapadham)
Under Secretary

[No. 10/30/70-LR-IV.]

का० आ० 2893—यतः, इससे उपाबद्ध अनुसूची में विनिर्दिष्ट औद्योगिक विवाद पीठासीन अधिकारी, केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के समक्ष लम्बित है।

और, यतः केन्द्रीय सरकार, पक्षकारों की असुविधा दूर करने के लिए, उक्त विवाद को न्याय-निर्णय के लिए स्थानांतरण करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 33-ख की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री गोपाल नारायण शर्मा होंगे, जिनका मुख्यालय जयपुर होगा और केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर से उक्त विवाद

से सम्बद्ध कार्यवाही को वापस लेती है और उसे उक्त कार्यवाही के निपटान के लिए उक्त औद्योगिक अधिकरण, जयपुर को, इस निदेश के साथ स्थानांतरित करती है कि उक्त अधिकरण आगे की कार्यवाही उसी प्रक्रम से करेगा जिस पर वह उसे स्थानांतरित की जाए और विधि के अनुसार उसका निपटान करेगा।

अनुसूची

सं० क्रमांक	विवाद के पक्षकार	औद्योगिक विवाद की निर्देश संख्या और तारीख	का० आ० और प्रकाशन का वर्ष	संख्या
1-	राजस्थान एटोमिक पावर प्रोजेक्ट, कोटा के प्रबंधमंडल और उनके कर्मकार जिनका प्रतिनिधित्व राजस्थान अणुशक्ति परियोजना कर्मचारी संघ, रावतभाटा, कोटा करता है।	संख्या 10/30/70-एल० आर०-4, तारीख 16 नवम्बर, 1970	1970 का भारत का राजपत्र, असाधारण, तारीख 16 नवम्बर 1970।	3760

[संख्या 10/30/70-एल० आर०-4]

New Delhi, the 3rd June 1971

S.O. 2894.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Madhujore Colliery, Post Office Kajoragram, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

1. "Whether the management of Madhujore Colliery, Post Office Kajoragram, District Burdwan are justified in not issuing the Baskets and Shovels to the loaders and Wagon loaders whenever these are broken; if not, to what relief are the workmen entitled?"
2. "Whether the management of Madhujore Colliery, Post Office Kajoragram, District Burdwan are justifiable in not paying dearness allowance at the rate of Rs 1.62 with effect from the 1st October, 1970 to their workmen; if not, to what relief the workmen are entitled?"

[No. 6/86/70-LR-II.]

नई दिल्ली, 3 जून, 1971

का० आ० 2894—यस: केन्द्रीय सरकार की राय है कि इससे उपाख्य अनुसूची में विनिर्दिष्ट विषयों के बारे में मधु जीरकोलियरी, डाकघर कजोरग्राम, जिला बर्दवान के प्रबंध से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझता है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अश्वीन गठित केन्द्र सरकार औद्योगिक आधिकरण, कर्मकता को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

1. "क्या मधुजोर कोलियरी, डाकवर कजोरग्राम, जिला बर्दवान के प्रबन्ध मंडल का लोडरों और बैगन लोडरों की टोकरिया और बेलवे, जब कभी ये टूट जाएं, न देना न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष के हकदार है?"

2. "क्या मधुजोर कोलियरी, डाकवर कजोरग्राम, जिला बर्दवान के प्रबन्ध मंडल का अपने कर्मकारों को पहली अक्तूबर, 1970 से 1.62 रु० की दर से मद्गाई भत्ता न देना न्यायोचित है; यदि नहीं तो कर्मकार किस अनुतोष के हकदार हैं?"

[सं० 6/86/70-एल० आर०-2]

New Delhi, the 5th June 1971

S.O. 2895.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Girimint Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Girimint Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan in placing Shri P. R. Chatterjee, Loading Clerk, in Grade II as per recommendations of the Central Wage Board for Coal Mining Industry, having regard to the duties performed by Shri P. R. Chatterjee is justified? If not, to what relief is the said workman entitled and from what date?"

[No. 1912/60/71-LR-II.7]

नई दिल्ली, 5 जून, 1971

का० आ० 2895—यतः केन्द्रीय सरकार की राय है कि इससे उगाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स बंगाल कोल कम्पनी लिमिटेड, डाकवर दिशेरगढ़, जिला बर्दवान की गिरिमिंट कोलियरी के प्रबन्ध मंडल से संबंधित नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है—

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा उक्त विवाद को

उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण (कलकत्ता) को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या मेसर्स बंगाल कोल कम्पनी लिमिटेड, डाकघर, दिशेरगढ़, जिला बर्दवान की गिरिमिट कोलियरी के प्रबन्ध तन्त्र की श्री पी० आर० घटर्जी, लोडिंग बलर्क को, उनके द्वारा किए जाने वाले कार्य को ध्यान में रखते हुए कोयला खनन उद्योग सम्बन्धी केन्द्रीय मजदूरी बोर्ड की सिफारिशों के अनुसार ग्रेड-2 में रखने को कार्य न्यायोचित है? यदि नहीं, तो उक्त कर्मकार किस अनुतोष का और किस तारीख से हकदार है?”

[सं० 1912/60/71-एल० आर०-2]

S.O. 2896.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Chora No. 10 Pit Colliery, Post Office Bahula, District Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

“Whether the management of Chora No. 10 Pit Colliery, Post Office Bahula, District Burdwan in recommending the Coal-fields Recruiting Organisation to withdrew the services of Shri S. K. Singh, Overman and subsequent action of Coal-fields Recruiting Organisation in withdrawing the services of the workman vide its letter dated the 10th July, 1970 is justified; if not, to what relief is the workman entitled?”

[No. L-1912/46/71-LR.II.F]

का० आ० 2896.—यत्. केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में चोरा नं० 10 पिट कोलियरी, डाकघर बाहुला, जिला बर्दवान के प्रबन्ध मण्डल से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यत्: केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वाछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता को न्याय-निर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या चोरा नं० 10 पिट कोलियरी, डाकघर बाहुला, जिला बर्दवान के प्रबन्ध मण्डल का कोयला क्षेत्र भर्ती संगठन को श्री एस० के० सिंह, ओवरमैन की सेवाएं वापिस लेने की सिफारिश करना और कोयला क्षेत्र भर्ती संगठन की अपने पत्र तारीख 10 जुलाई 1970 द्वारा इस कर्मकार की सेवाएं वापिस लेने की अनुवर्ती कार्यवाही न्यायोचित है; यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?”

[सं० एल०-1912/46/71-एल० आर०-2]

New Delhi, the 8th June 1971

S.O. 2897.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Chora No. 10 Pit Colliery, Post Office Bahula, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of Chora No. 10 Pit Colliery, Post Office Bahula, District Burdwan is justified in (i) not making Sarvashri Ramprabesh, Machine Mazdoor and Lal Behari, Apprentice Fitter Helper permanent in their posts and (ii) in not giving Sarvashri Narayan Bouri, Blacksmith Helper and Astik Bouri, Line Mazdoor, the category of Hammerman and Line Mistry respectively? If not, to what relief are the workmen entitled and from what date?"

[No. 6/98/70-LRII.]

नई दिल्ली, 8 जून 1971

का० प्रा० 2897.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में चोरा नं० 10 पिट कोलियरी, डाकघर बाहुला, जिला बर्दवान के प्रबन्ध मंडल से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वाछनीय समझती है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 का उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

'क्या चोरा नं० 10 पिट कोलियरी, डाकघर, बाहुला, जिला बर्दवान के प्रबन्धपत्र का (i) सर्वश्री राम प्रवेश, मशीन मजदूर और लाल बिहारी, शिक्षा फिटर मददगार को उनके पदों पर स्थायी न करना और (ii) सर्वश्री नारायण बोरी, लोहार मददगार और आस्तिक बोरी, लाइन मजदूर को क्रमशः हैमरमैन और लाइन मिस्त्री का वर्ग न देना न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष के और किस तारीख से हकदार हैं ?

[सं० 6/98/70-एल० आर०-2]

New Delhi, the 23rd July 1971

S.O. 2898.—Whereas an industrial dispute exists between the employers in relation to the management of Pyrites, Phosphates and Chemicals Limited, Post Office Amjhore, District Shahabad (Bihar) and their workmen represented by the Rashtriya Pyrites Mazdoor Sangh, Amjhore;

And whereas the said employers and their workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to the arbitration by person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 8th July, 1971.

(Agreement)

(Under Section 10A of the Industrial Disputes Act, 1947)

BETWEEN

Name of the Parties:

- (i) *Representing Employers.*—(1) Shri T. N. Jaggi, Chief Mining Engineer
(2) Shri M. L. Rajak, Administrative Officer
(ii) *Representing workmen.*—(1) Shri R. K. Jha, Vice President.
(2) Shri Ram Sewak Singh, General Secretary.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri J. N. Das, Regional Labour Commissioner (Central), Dhanbad.

- (i) *Specific matters in dispute.*—Whether the demands of the Union mentioned in Annexure-A are justified or not? If justified, then to what extent of relief the workmen concerned are entitled.
(ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*—Management of Amjhore mining project, P.P.C. Limited, P.O. Amjhore (Shahabad), Bihar.
(iii) *Name of the workman in case he himself is involved in the dispute or the name of the Union, if any, representing the workman or workmen in question.*—Rashtriya Pyrites Mazdoor Sangh, Amjhore,
(iv) *Total number of workmen employed in the undertaking affected.*—About 2,100 (Two thousand one hundred).
(v) *Estimated number of workmen affected or likely to be affected but the dispute.*—About 50 (Fifty).

We further agree that the decision of the Arbitrator shall be binding on us.

The arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

(i) *Representing Employer:*

Sd/- T. N. JAGGI, Sd/- M. L. RAJAK,

(ii) *Representing workmen:*

Sd/- R. K. JHA, Sd/- RAM SEWAK SINGH

Witnesses:

(1) Sd/- Illegible

(2) Sd/- Illegible

ANNEXURE "A"

Demands

(1) All the workmen, concerned should be promoted according to the demands, mentioned against their names, with designations and scale of pay.

(2) Sri Hari Charan Shah, Sri Ram Lakhan Singh & Sri Basir Ahmed working as electrician and also on account of having requisite qualification should be made electricians on monthly basis with all amoluments as enjoyed by other, electricians of the Project.

(3) Sri Ram Jag Sharma, Sri Anirudh Ram, Sri Ramji Sharma, Sri Nand Kishore Pathak and Sri Suresh Mishra should be made monthly rated Cap-lamp fitters with Rs. 110/- basic & other facilities.

(4) Payment to Sri Ram Jag Sharma, Sri N. V. B. Rao and Sri Kedar Prasad Singh, all electrical wing, for the period of suspension during conciliation proceeding, should be made.

Supplementary Demand

(1) Uniform should be provided to all the workmen of the Electrical Department.

Sd/- R. S. SINGH,

General Secretary.

Rashtriya Pyrites Mazdoor Sangh,

At & P.O.—Amjhore, Distt. Shahabad
(Bihar).

[No. L-29013/7/71-LR/IV.]

नई दिल्ली, 23 जलाई, 1971

का० आ० 2898.—यतः पाइराइट्स फास्फेट्स एण्ड केमिकल्स लिमिटेड, डाकघर अमझोर जिला शाहाबाद, (बिहार) के प्रबन्धन से सम्बन्धित नियोजकों और उनके कर्मचारों के बीच, जिनका प्रतिनिधित्व राष्ट्रीय पाइराइट्स मजदूर संघ, अमझोर करती है, एक औद्योगिक विवाद विद्यमान है ;

और यतः उक्त नियोजकों और कर्मचारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यस्थता के लिए निर्देशित करने का करार कर लिया है और उक्त माध्यस्थता करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (3) के उपबन्धों के अनुसरण में केन्द्रीय सरकार उक्त माध्यस्थता करार को, जो उसे 8 जुलाई 1971 को मिला था, एतद्वारा प्रकाशित करती है।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

बीच

पक्षकारों के नाम :

नियोजकों का प्रतिनिधित्व करने वाले :

1. श्री टी० एन० जग्गी, मुख्य खान इंजीनियर
2. श्री एम० एल० राजाक
प्रशासनिक अधिकारी।

कर्मचारों का प्रतिनिधित्व करने वाले

1. श्री आर० के० झा,
उपाध्यक्ष ।
2. श्री राम सेवक सिंह,
सचिव।

पक्षकारों के बीच निम्नलिखित विवाद को एतद्वारा श्री जे० एन० दास, क्षेत्रीय श्रमायुक्त (केन्द्रीय), धनबाद के माध्यस्थता के लिए निर्देशित करने का करार दिया गया है।

1. विनिर्दिष्ट विवाद अस्त विषय

क्या अनुबन्ध-क में वर्णित संघ की मांगें न्यायोचित हैं या नहीं? यदि न्यायोचित हैं तो संबंधित कर्मकार किस सीमा तक अनुतोष के हकदार हैं।

2. विवाद के पक्षकारों का विवरण, जिसमें अमझोर खनन उपक्रम पी० पी० सी० लि०., अंतर्वर्तित स्थापन या उपक्रम का नाम डाकघर अमझोर (शाहाबाद), बिसार के और पता भी सम्मिलित है प्रबन्धसंज्ञ ।
3. यदि कर्मकार स्वयं विवाद में अन्तर्गस्त है तो उसका नाम या यदि कोई संघ प्रत्यगत कर्मकार अथवा कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम । राष्ट्रीय पाइराइट्स मजदूर संघ, अमझोर ।
4. प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या लगभग 2,100 (दो हजार एक सौ)
5. विवाद द्वारा प्रभावित होने वाले कर्मकारों की प्राककलित संख्या लगभग 50 (पच्चास) ।

हम यह करार भी करते हैं कि माध्यस्थ का विनिश्चय हम पर बाबद्धकर होगा ।

माध्यस्थ अपना पंचाट तीन मास की कालावधि या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ावा जाय, देगा, यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थम् के लिए निदेश स्वतः रह हो आयागा और हम नए माध्यस्थम् के लिए बातचीत करने को स्वतंत्र होंगे ।

पक्षकारों के हस्ताक्षर

ह०/-टी०एन० जग्गी

ह०।-आर० के झा

ह०/-एम० एल० राजाक

ह०।-राम सेवक सिंह

नियोजकों का प्रतिनिधित्व करने वाले
साक्षी

कर्मकारों का प्रतिनिधित्व करने वाले

1-ह०/- अपाठ्य

2-ह०/- अपाठ्य

तारीख :

अनुबन्ध 'क'

- (1) सभी सम्बन्धित कर्मकारों की, मांगों के अनुसार, उनके नामों के सामने वर्णित पदनामों तथा वेतन मानों के साथ पदोन्नति की जानी चाहिए ।
- (2) सर्वश्री हरी चरण शाह, राम लखन सिंह और बसीर अहमद, जो बिजली मिस्त्री के रूप में काम करते हैं और जिनके पास अपेक्षित योग्यता भी है, मासिक आधार पर बिजली मिस्त्री बना दिये जाने चाहिए और उन्हें परियोजना के अन्य बिजली मिस्त्रियों को प्राप्त सभी परिशिष्टियां प्रदान की जानी चाहिए ।
- (3) सर्वश्री राम जग शर्मा, अनीरुद्ध राम, रामजी शर्मा, नन्द किशोर पाठक और सुरेश मिश्रा 110 रु० के मूल वेतन तथा अन्य सुविधाओं के साथ मासिक दर से कैप-स्लैम्स फिटर बनाए जाने चाहिए ।

- (4) सर्वश्री राम जग शर्मा, एन० बी० बी० राव और केदार प्रसाद सिंह को, जो सभी बिजली विभाग के हैं, समझौता कार्यवाही के दौरान मुअ्तली की समयावधि का भुगतान किया जाना चाहिए ।

अनुपूरक मांग

- (1) बिजली विभाग के सभी कर्मकारों को बढ़ियां दी जानी चाहिए ।

(ह०) आर० एस० सिंह,
प्रधान सचिव ।

राष्ट्रीय पाइराईट्स मजदूर संघ,
स्थान तथा डाकघर-भमखोर,
जिला शाहाबाद (बिहार) ।

[सं० एल-29013/7/71-एल० आर०-4]

आर० कुंजीयापदम, अवर सचिव ।

CORRIGENDUM

New Delhi, the 8th July 1971

S.O. 2899.—In the order of the Government of India in the late Ministry of Labour, Employment and Rehabilitation (Department of Labour & Employment) No. S.O. 4058 dated the 10th December, 1970 published on pages 5776 and 5777 of the Gazette of India, Part-II Section 3 Sub-Section (ii) dated the 26th December, 1970 in the Schedule

for "1. Bhimraj Mahato, C.C. Machine Driver, 10th April, 1970"

read "1. Bhimbraj Mahato, Machine Driver, 10th April 1970 and 11th April, 1970" and

for "7 Ramdhani Teli"

read "7 Ramdhani B Turi".

[No. 2/115/70-LRII.]

R. KUNJITHAPADAM, Under Secy.

DELHI DEVELOPMENT AUTHORITY

PUBLIC NOTICE

New Delhi, the 31st July 1971

S.O. 2900.—The following modification which the Central Government proposes to make to the Master Plan for Delhi is hereby published for public information. Any person having any objection or suggestion with respect to the proposed modification may send his objection or suggestion in writing to the Secretary, Delhi Development Authority, Delhi Vikas Bhavan, New Delhi, within a period of thirty days from the date of this notice. The person making the objection or suggestion should also give his name and address.

Modification.—An area measuring about 2.76 acres (1.12 hec) surrounded by Oberoi Intercontinental hotel in the north, 150 ft. wide (45.7 metres) link road in the east, Institute of Blinds in the south and the area under Golf Course in the west, is proposed to be changed from "recreational" (District Parks & Playgrounds) to "commercial."

2. The plan indicating the proposed modification will be available for inspection at the office of the Authority Delhi Vikas Bhavan, Indraprastha Estate, New Delhi, on all working days except Saturdays, within the period referred to above.

[No. F. 3(36)/70-MP.]

H. N. FOTEDAR, Secy.

दिल्ली विकास प्राधिकरण

सार्वजनिक सूचना

नई दिल्ली, 31 जुलाई, 1971

एस० ओ० 2900.—निम्नांकित संशोधन जो केन्द्रीय सरकार दिल्ली मुख्य योजना (मास्टर प्लान) में करने का विचार कर रही है, सार्वजनिक सूचना हेतु एतद्वारा प्रकाशित किया जा रहा है। प्रस्तावित संशोधन के संबंध में कोई आपत्ति अथवा सुझाव रखने वाला कोई भी व्यक्ति आपत्ति अथवा सुझाव को लिखित रूप में सचिव, दिल्ली विकास प्राधिकरण दिल्ली विकास भवन, नई दिल्ली को इस सूचना के 30 दिन के अन्दर भेजे। आपत्ति अथवा सुझाव देने वाले व्यक्ति को अपना नाम एवं पता भी देना चाहिये।

संशोधन :—

एक क्षेत्र जिसका माप लगभग 2.76 एकड़ (1.12 हेक्टेयर) है जिस के उत्तर में ओबराय इन्टर कोन्टीनन्टल होटल है तथा पूर्व में 159/चौड़ी (45.7 मीटर) लिंक रोड, दक्षिण में इन्स्टीच्यूट आफ ब्लाइन्ड तथा पश्चिम में गोलफ कोर्स का क्षेत्र है। तथा उक्त क्षेत्र को "मनोरजन" (डिस्ट्रिक्ट पार्क्स तथा खेल के मैदान) से "व्यावसायिक" मूड में बदलने का प्रस्ताव है।

2. प्रस्तावित संशोधन को इंगित करने वाला रेखाचित्र प्राधिकरण के कार्यालय, दिल्ली विकास भवन, इन्द्रप्रस्था एस्टेट नई दिल्ली में मल्ल कार्य दिवसों को (शनिवार को छोड़ कर) उपर्युक्त अवधि के भीतर ही निरीक्षण हेतु उपलब्ध होगी।

[सं० एफ० 3(36)/70-एम० पी०]

एच० एन० फोतेदार, सचिव।

MINISTRY OF FINANCE

(Department of Banking)

New Delhi the 3rd July 1971

S. O. 2901.—Statement of the Affairs of the Reserve Bank of India, as on the 25th June 1971.

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	5,00,00,000	Notes	23,56,49,000
Reserve Fund.	150,00,00,000	Rupee Coin.	3,09,000
National Agricultural Credit (Long Term Operations) Fund	172,00,00,000	Small Coin	5,75,000
National Agricultural Credit (Stabilisation) Fund.	37,00,00,000	Bills Purchased and Discounted :	10,38,77,000
National Industrial Credit (Long Term Operations) Fund	95,00,00,000	(a) Internal	15,90,1,000
Deposits :		(b) External	96,50,41,000
(a) Government		(c) Government Treasury Bills.	79,53,45,000
(i) Central Government	149,79,83,000	Balances Held Abroad*.	
(ii) State Governments.. . . .	3,20,13,000	Investments**	
(b) Banks		Loans and Advances to :—	
(i) Scheduled Commercial Banks.	209,84,83,000	(i) Central Government	
(ii) Scheduled State Co-operative Banks.	12,57,38,000	(ii) State Governments@	417,03,94,000
(iii) Non-Scheduled State Co-operative Banks.. . . .	91,59,000	Loans and Advances to:—	
(iv) Other Banks.	1,33,84,000	(i) Scheduled Commercial Banks†	207,14,90,000
(c) Others.	61,32,10,000	(ii) State Co-operative Banks††	206,40,22,000
		(iii) Others	5,60,00,000
		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund.	
		(a) Loans and Advances to:—	
		(i) State Governments.	42,01,88,000
		(ii) State Co-operative Banks.	21,63,71,000
		(iii) Central Land Mortgage Banks.	
		(b) Investment in Central Land Mortgage Bank Debentures Loans and Advances from National Agricultural Credit (Stabilisation) Fund.	10,14,98,000
		Loans and Advances to State Co-operative Banks	
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund.	11,61,13,000

LIABILITIES	Rs.	ASSETS	Ks.
Bills Payable	68,64,43,000	(a) Loans and Advances to the Development Bank	43,18,21,000
		(b) Investment in bonds, debentures issued by the Development Bank.
Other Liabilities.	283,24,29,000	Other Assets.	59,11,28,000
Rupees.	1249,88,42,000	Rupees.	1249,88,42,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 124,31,85,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 30th day of June 1971.

S. JAGANNATHAN
Governor.

As Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 25th day of June 1971.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department.	23,56,49,000		Gold Coin and Bullion :—		
			(a) Held in India.	182,53,11,000	
Notes in circulation	4428,99,06,000		(b) Held outside India.	—	
Total Notes issued.		4452,55,55,000	Foreign Securities.	278,42,00,000	
			TOTAL	460,95,11,000	
			Rupee Coin]	38,66,57,000	
			Government of India Rupee Securities.	3952,93,87,000	
			Internal Bills of Exchange and other commercial paper.	..	
TOTAL LIABILITIES.		4452,55,55,000	TOTAL ASSETS	4452,55,55,000	

Dated the 30th day of June 1971.

S. JAGANNATHAN,

Governor.

[No. F. 3(3)-BC/71]

R. K. SUDARESAN, Under Secy.

वित्त मंत्रालय
(बैंकिंग विभाग)

नई दिल्ली, 3 जुलाई, 1971

का० आ० 2901.—25 जून 1971 को रिजर्व बैंक ऑफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण

देयताएँ	रुपये	आस्तियाँ	रुपये
चुक्ता पूंजी	5,00,00,000	नोट	23,56,49,000
आरक्षित निधि	150,00,00,000	रुपये का सिक्का	3,09,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि	172,00,00,000	छोटा सिक्का	5,75,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि	37,00,00,000	खरीदे और भुनाए गये विल :—	
राष्ट्रीय गौबोधिनी ऋण (दीर्घकालीन क्रियाएँ) निधि	95,00,00,000	(क) देशी	10,38,77,000
जमा राशियाँ :—		(ख) विदेशी	
(क) सरकारी		(ग) सरकारी खजाना विल	15,90,21,000
(i) केन्द्रीय सरकार	149,79,83,000	विदेशों में रखा हुआ वकाया*	96,50,41,000
(ii) राज्य सरकारें	3,20,13,000	निवेश**	79,53,45,000
(ख) बैंक		ऋण और अग्रिम	
(i) अनुसूचित वाणिज्य बैंक	209,84,83,000	(i) केन्द्रीय सरकार को	
(ii) अनुसूचित राज्य सहकारी बैंक	12,57,38,000	(ii) राज्य सरकारों को @	417,03,94,000
(iii) गैर अनुसूचित राज्य सहकारी बैंक	91,59,000	ऋण और अग्रिम	
(iv) अन्य बैंक	1,33,84,000	(i) अनुसूचित वाणिज्य बैंकों को †	207,14,90,000
		(ii) राज्य सहकारी बैंकों को ††	206,40,22,000
		(iii) दूसरों को	5,60,00,000
		राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि से ऋण, अग्रिम और निवेश	
		(क) ऋण और अग्रिम	
		(i) राज्य सरकारों को	42,01,88,000

		(ii) राज्य सहकारी बैंकों को	21,63,71,000
		(iii) केन्द्रीय भूमिबंधक बैंकों को	..
(ग) अन्य	61,32,10,000	(ख) केन्द्रीय भूमिबंधक बैंकों के डिबेंचरों में निवेश	10,14,98,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम	
देय बिल	68,64,43,000	राज्य सहकारी बैंकों को ऋण और अग्रिम	11,61,13,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएँ)	
अथ देयताएँ	283 24,29,000	निधि से ऋण, अग्रिम और निवेश	
		(क) विकास बैंक को ऋण और अग्रिम	43,18,21,000
		(ख) विकास बैंक द्वारा जारी किये गए बांडों/डिबेंचरों में निवेश	..
		अन्य आस्तियाँ	59,11,28,000
	रूपये 1249,88,42,000		रूपये 1249,88,42,000

*नगदी, आवधिक जमा और अल्पकालीन प्रतिभूतियाँ शामिल हैं।

**राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएँ) निधि में से किए गए निवेश शामिल नहीं हैं।

①राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों के अस्थायी ओवरड्राफ्ट शामिल हैं।

†रिजर्व बैंक ऑफ इंडिया अधिनियम को धारा 17 (4) (ग) के अधीन अनुसूचित वाणिज्य बैंकों की मीयादी बिलों पर अग्रिम दिये गये 124,31,85,000 रुपये शामिल हैं।

††राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

तारीख : 30 जू, 1971

एम० जगन्नाथन, गवर्नर।

रिजर्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसरण में जून 1971 की 25 तारीख को समाप्त हुए सप्ताह के लिए लेखा

इशू विभाग

देयताएं	रुपये	रुपये	आस्तियां	रुपये	रुपये
बैंकिंग विभाग में रखे हुए नोट	23,56,49,000		सोने का सिक्का और बुलियन :— (क) भारत में रखा हुआ	182,53,11,000	
संचलन में नोट	4428,99,06,000		(ख) भारत के बाहर रखा हुआ विदेशी प्रतिभूतियां	278,42,00,000	
जारी किए गए कुल नोट	4452,55,55,000		जोड़	460,95,11,000	
			रुपये का सिक्का	38,66,57,000	
			भारत सरकार की रुपया प्रतिभूतियां	3952,93,87,000	
			देशी विनिमय बिल और दूसरे वाणिज्य पत्र		
कुल देयताएं	4452,55,55,000		कुल आस्तियां	4452,55,55,000	

ए. स. जगन्नाथन,

गवर्नर ।

तारीख : 30 जून, 1971

[सं० 3(3)-वी० सी०/71]

आर० के० सुन्दरेसन, अनुसचिव ।

New Delhi, the 14th July 1971

S.O. 2902.—Statement of the Affairs of the Reserve Bank of India, as on the 2nd July, 1971.

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	5,00,00,000	Notes	27,33,00,000
		Rupee Coin	2,27,000
Reserve Fund	150,00,00,000	Small Coin	3,19,000
National Agricultural Credit (Long Term Operations) Fund	190,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal	9,98,41,000
		(b) External	5,06,37,000
		(c) Government Treasury Bills	116,38,68,000
National Agricultural Credit (Stabilisation) Fund	39,00,00,000	Balances held abroad*	236,58,98,000
		Investments**	
National Industrial Credit (Long Term Operations) Fund	135,00,00,000	Loans and Advances to :—	
		(i) Central Government
		(ii) State Governments@	82,39,51,000
Deposits :—		Loans and Advances to :—	
(a) Government		(i) Scheduled Commercial Banks†	277,87,85,000
(i) Central Government	64,44,00,000	(ii) State Co-operative Banks††	204,25,23,000
(ii) State Governments	6,87,34,000	(iii) Others	1,35,000
		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund :—	

LIABILITIES	Rs.	ASSETS	R .
(b) Banks		(a) Loans and Advances to :—	
(i) Scheduled Commercial Banks	208,32,44,000	(i) State Governments	42,03,55,000
(ii) Scheduled State Co-operative Banks	16,35,51,000	(ii) State Co-operative Banks	24,30,56,000
(iii) Non-Scheduled State Co-operative Banks	83,62,000	(iii) Central Land Mortgage Banks
(iv) Other Banks	46,60,000	(b) Investment in Central Land Mortgage Bank Debentures	
		Loans and Advances from National Agricultural Credit	
		(Stabilisation) Fund	10,14,98,000
(c) Others :	158,88,54,000	Loans and Advances to State Co-operative Banks	13,64,25,000
Bills Payable	51,74,24,000	Loans, Advances and Investments from National Industrial	
		Credit (Long Term Operations) Fund :—	
Other Liabilities	151,20,80,000	(a) Loans and Advances to the Development Bank	55,04,21,000
		(b) Investment in bonds/debentures issued by the	
		Development Bank
		Other Assets	66,86,70,000
			<u>1178,13,09,000</u>
	<u>1178,13,09,000</u>		

* Includes Cash, Fixed Deposits and Short-term Securities.

** Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

† Includes Rs. 184,96,00,000 advanced to scheduled commercial Banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

†† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 7th day of July, 1971.

S. JAGANNATHAN,
GOVERNOR.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 2nd day of July, 1971

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
			Gold Coin and Bullion :—		
Notes held in the Banking Department	27,33,00,000		(a) Held in India	182,53,11,000	
			(b) Held outside India	
Notes in circulation . . .	4449,49,22,000		Foreign Securities	253,42,00,000	
TOTAL Notes issued		4476,82,22,000	TOTAL		435,95,11,000
			Rupee Coin		37,93,52,000
			Government of India Rupee Securities		4002,93,59,000
			Internal Bills of Exchange and other commercial paper
TOTAL LIABILITIES		4476,82,22,000	TOTAL ASSETS		4476,82,22,000

Dated the 7th day of July, 1971.

S. JAGANNATHAN,
Governor.
[No. F. 3(3)-BC/71]
K. YESURATNAM, Under Secy.

नई दिल्ली, 14 जुलाई, 1971

एस० ओ० 2902.—2 जुलाई, 1971 को रिजर्व बैंक ऑफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण

देयतार्	रुपये	आस्तियां	रुपये
चुक्ता पूंजी	5,00,00,000	नोट	27,33,00,000
प्रारक्षित निधि	150,00,00,000	रुपये का सिक्का	2,27,000
राष्ट्रीय कृषि ऋण—		छोटा सिक्का	3,19,000
(दीर्घकालीन क्रियाएं) निधि	190,00,00,000	खरीदे और भुनाये गये बिल :—	
राष्ट्रीय कृषि ऋण—		(क) देशी	9,98,41,000
(स्थिरीकरण) निधि	39,00,00,000	(ख) विदेशी
राष्ट्रीय औद्योगिक ऋण—		(ग) सरकारी खजाना बिल	5,06,37,000
(दीर्घकालीन क्रियाएं) निधि	135,00,00,000	विदेशों में रखा हुआ बकाया*	116,38,68,000
जमा राशियां —		निवेश**	236,58,96,000
		ऋण और अग्रिम :—	
(क) सरकारी—			
(i) केन्द्रीय सरकार	64,44,00,000	(i) केन्द्रीय सरकार को
(ii) राज्य सरकारें	6,87,34,000	(ii) राज्य सरकारों को@	82,39,51,000
(ख) बैंक—		ऋण और अग्रिम :—	
(i) अनुसूचित वाणिज्य बैंक	208,32,44,000	(i) अनुसूचित वाणिज्य बैंकों को†	277,87,85,000
(ii) अनुसूचित राज्य सहकारी बैंक	16,35,51,000	(ii) राज्य सहकारी बैंकों को††	204,25,23,000
		(iii) दूसरों को	6,15,35,000